

AGENDA
CITY COUNCIL
Tuesday, December 21, 2021
9:00 AM

The regular meeting of the City Council will be held on December 21, 2021 at 9:00 AM in the City Council Chambers
455 N. Main Street, Wichita, KS 67202.

OPENING OF REGULAR MEETING

Call to Order

Invocation and Pledge of Allegiance

Approve the minutes of the regular meeting of December 14, 2021.

I. PUBLIC AGENDA-NONE

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda.

Rules of decorum as provided in this code will be observed.

II. CONSENT AGENDA ITEMS 1 THROUGH 12

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately (The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.

COUNCIL BUSINESS

III. BOARD OF BIDS AND CONTRACTS

1. Board of Bids and Contracts dated December 20, 2021.

RECOMMENDED ACTION: Receive and file report, approve the contracts and authorize the necessary signatures.

[12-20-2021 Board of Bids.pdf](#)

IV. PETITIONS FOR PUBLIC IMPROVEMENTS

1. Petitions for Public Improvements

RECOMMENDED ACTION: Approve the new and revised petitions and budgets, adopt the new and amending resolutions, and authorize the necessary signatures.

[PFPI.docx](#)

[Sycamore Pond Addn.pdf](#)

[Resolution 21-445 018799.docx](#)

[Resolution 21-446 085490.docx](#)

[Resolution 21-447 018800.docx](#)

[Resolution 21-448 085755.docx](#)

[Clear Ridge Addn Ph 2.pdf](#)

[Resolution 21-449 018935.docx](#)

[Resolution 21-450 085479.docx](#)

[Resolution 21-451 018936.docx](#)

[Resolution 21-452 085730.docx](#)

V. UNFINISHED COUNCIL BUSINESS

1. 2022 Park Facility Enhancements. (Deferred December 7, 2021)

RECOMMENDED ACTION: Adopt the resolution, authorize initiation of the project and authorize the necessary signatures.

[Agenda Report No. V-1.docx](#)

[Resolution 21-443](#)

VI. NEW COUNCIL BUSINESS

1. Approval of Memorandum of Understanding (MOU) with Wichita Riverfront LP and EPC Real Estate, LLC (District IV)

RECOMMENDED ACTION: Approve the MOU for the development of two acres adjacent to the Riverfront Stadium and authorize the necessary signatures.

[Agenda Report No. VI-1 final.docx](#)

[Wichita Riverfront MOU - Final Clean.docx](#)

2. Resolution Setting a Public Hearing to Consider Adoption of the Phase 1 Project Plan for the ict21 Redevelopment District, Tax Increment Financing. (District VI)

RECOMMENDED ACTION: Adopt the resolution setting a public hearing on February 1, 2022, for consideration of the Phase 1 Project Plan and authorize the necessary signatures.

[Agenda Report No. VI-2.docx](#)
[Resolution No. 21-444](#)
[Project Plan ict21](#)

3. Extension of IRB Tax Exemption Request, Hijos, LLC/JR Custom Metal Products, Inc. (District IV)

RECOMMENDED ACTION: Extend the tax exemption on the IRB-financed property for Hijos, LLC/JR Custom Metal Products, Inc. for a second five-year term.

[Agenda Report No. VI-3.docx](#)

4. 2022 Contract Renewal with Visit Wichita.

RECOMMENDED ACTION: Approve the contract and authorize the necessary signatures.

[Agenda Report No. VI-4.docx](#)

[2022 Exhibit B for Contract Approval](#)

[Exhibit C 2022 Sponsorships](#)

[Visit Wichita 2022 Contract Signed w Exhibit A](#)

5. Bike Share ICT Sponsorship Agreement 2022.

RECOMMENDED ACTION: Approve the Memorandum of Understanding with Tandem Mobility and authorize the necessary signatures.

[Agenda Report No. VI-5.doc](#)

[MOU Agreement](#)

6. Year-end Salary and Classification Ordinances.

RECOMMENDED ACTION: Place the ordinances on first reading, authorize the necessary signatures and authorize staff to make technical adjustments to position titles and numbering in order to implement the Munis HR/Payroll software system.

[Agenda Report No. VI-6.docx](#)

[Ordinance 51-693](#)

[Ordinance 51-694](#)

[Ordinance 51-695](#)

[Ordinance 51-696](#)

7. 2022 Insurance Program.

RECOMMENDED ACTION: Receive, file and ratify the 2022 Insurance Program, subject to any necessary minor modifications and verification of coverage details, and extend the current 2021 property insurance policy to March 2022.

[Agenda Report No. VI-7.docx](#)

8. PROPEL Small Business Loan Fund Donation.

RECOMMENDED ACTION: Approve the donation of \$100,000 to be used for the PROPEL Small Business Loan Fund, set up the project, and authorize the necessary signatures.

[Agenda Report No. VI-8.docx](#)

[Intrust MOU.docx](#)

9. Subrecipient Agreement with NetWork Kansas.

RECOMMENDED ACTION: Approve the subrecipient agreement with NetWork Kansas for the PROPEL Small Business Loan Fund and authorize the necessary signatures.

[Agenda Report No. VI-9.docx](#)

[20-21 NetWork KS Sub Agreement with LD Approval final.pdf](#)

10. HOME-American Rescue Plan Funding.

RECOMMENDED ACTION: Approve the HOME-ARP Grant Agreement with the U.S. Department of Housing and Urban Development and allocation of \$275,418 for administrative and planning costs, and authorize the necessary signatures.

[Agenda Report No. VI-10.docx](#)

[HOME-ARP Agreement.pdf](#)

11. Year-end Budget Adjustments.

RECOMMENDED ACTION: Approve the budget adjustments, authorize the project budgets and transfers, and authorize staff to take appropriate actions to implement the City Council action.

[Agenda Report No. VI-11.docx](#)

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

VII. NON-CONSENT PLANNING AGENDA - NONE

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda

and adjourned at the conclusion. Toni Lewis, a Toni Lewis, is also seated with the City Council.

VIII. NON-CONSENT HOUSING AGENDA - NONE

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

IX. NON-CONSENT AIRPORT AGENDA - NONE

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA - NONE

XI. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

ATTACHMENT 1 - CONSENT AGENDA ITEMS 1 THROUGH 12

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Applications for Licenses for Cereal Malt Beverages:

- a. Applications for Licenses to Retail Cereal Malt Beverages.

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.
[CMBs for Dec 21, 2021.docx](#)

2. Preliminary Estimates:

- a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.
[PEs for 12-21-2021.pdf](#)

- b. Preliminary Estimate for Paving Improvements to Serve Emerald Bay Estates 4th Addition.

RECOMMENDED ACTION: Receive and file.

[NTBA PV Emerald Bay Estates 4th Addn.pdf](#)

- c. Preliminary Estimate for Paving Improvements to Serve Emerald Bay Estates 4th Addition.

RECOMMENDED ACTION: Receive and file.

[NTBA Emerald Bay Estates 4th Addn.pdf](#)

3. Agreements/Contracts:

- a. Falcon Falls 3rd Addition Developers' Agreement. (District VI)

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

[Agenda Report No. II-3a.doc](#)

[Agreement.pdf](#)

- b. Rennick Addition Phase 2 Developers' Agreement. (District VI)

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

[Agenda Report No. II-3b.doc](#)

[Agreement.pdf](#)

4. Minutes of Advisory Boards/Commissions:

Library Monthly Activity Report November 2021

Board of Building Code Standards and Appeals, November 1, 2021

Library Board of Directors November 16, 2021

RECOMMENDED ACTION: Receive and file.

[Library Monthly Activity Report November 2021.pdf](#)

[Board of Building Code Standards and Appeals, November 1, 2021.pdf](#)

[Library Board of Directors November 16, 2021.pdf](#)

Uncategorized Items:

5. Visit Wichita Monthly Reports for October 2021.

RECOMMENDED ACTION: Receive and file.

[Visit Wichita TGT Reporting 10.2021.pdf](#)

6. First Reading of the Bond Ordinance to Issue Industrial Revenue Bonds, EPC Real Estate/Delano Apartments, LLC. (District VI)

RECOMMENDED ACTION: Place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for EPC Real Estate/Delano Apartments, LLC in an amount not to exceed \$18,000,000 and authorize the necessary signatures

[Agenda Report No. II-6.docx](#)

[Ordinance 51-690](#)

7. KDHE Waste Tire Grant for Picnic Table in Emery Park. (District III)

RECOMMENDED ACTION: Accept the grant funding.

[Agenda Report No. II-7.docx](#)

[KDHE Kansas Waste Tire Grant.pdf](#)

8. Lease of Office Space in Evergreen Community Center and Library. (District VI)

RECOMMENDED ACTION: Approve the Lease Agreements and authorize the necessary signatures.

[Agenda Report No. II-8.docx](#)

[Exhibit A - Premise Map KHEDF.pdf](#)

[Exhibit A - Premise Map Evergreen.pdf](#)

[Exhibit B Contract Form.docx](#)

[Exhibit B Contract Form.docx](#)

[Lease Agreement.pdf](#)

[Lease Agreement.pdf](#)

9. Ordinance Appropriating the 2022 Budget and Ratifying the Payment of Claims Against the 2021 Budget.

RECOMMENDED ACTION: Approve the first reading of the ordinance and authorize the necessary signatures.

[Agenda Report No. II-9.docx](#)

[Ordinance 51-691](#)

10. **Second Reading Ordinances:**

Second Reading Ordinances (First read December 14, 2021)

RECOMMENDED ACTION: Adopt the ordinances.

[List of Second Reading Ordinances.docx](#)

II. **CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on

the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

11. ZON2021-00046: City Zone Change from SF-5 Single-Family Residential to GC General Commercial with a Protective Overlay to Allow for Storage Unit Development; Generally Located on the Northwest Corner of West 23rd Street North and North Hoover Street, 5700 West 23rd Street North. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes).

[Agenda Report II-11.doc](#)

[Supporting Documents.docx](#)

[ZON2021-00046 MAPC Min Excerpt.docx](#)

[DAB 6 Memo ZON2021-00046.pdf](#)

[Ordinance 51-692](#)

II. **CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. A Toni Lewis is also seated with the City Council.

12. Public Housing Authority 2022 Project-Based Budget Approval.

RECOMMENDED ACTION: Approve the 2022 Public Housing Authority (PHA) project-based budget, approve the funding allocations and recommendations, adopt the related HUD resolution and authorize the necessary signatures.

[Agenda Report II-12.doc](#)

[PHA Board Resolution 52574 - 2022](#)

[PH_2022_Budget_Compared_to_2021_Budget_2__12-6-2021_.xlsx](#)

II. **CONSENT AIRPORT AGENDA ITEMS - NONE**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Wichita, Kansas
December 20, 2021
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works and Utilities, Cheryl Busada, Debt Manager, Finance, representing the Director of Finance, Zach Kramka, Budget Analyst, Budget Office, Hannah Lang, Senior Buyer, representing Purchasing, Carter Craig, Fellow, representing City Manager's Office, and Jamie Buster, Deputy City Clerk present.

Minutes of the regular meeting dated December 13, 2021, were read and on motion approved.

Bids were opened December 17, 2021, pursuant to advertisements published on:

Boston, Harvest, College Hill, Planeview Basketball Courts (482-2021-11038/R1000/R0008)

Defer to December 27, 2021.

Waste Water Treatment Plant 2 Boiler Burner Upgrades (2305 E. 57th St S.) (468-2021-033785)

CM3, Inc. * - \$78,744.00

*Award 1-18-2022 subject to City Council approval of new Engineer's Estimate and Budget Authorization.

2022 Outsourced Pavement Preservation Program CIP Microsurfacing and Street Repair (Various Locations) (472-2022-085800/E1107/E9040/E0045/S0003/40101922/40101919/40101920/53200020/56092070) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,VI)

Vance Bros, Inc. * - \$2,631,250.00

*Contract has been awarded for \$2,631,250.00

Purchasing Manager recommended that the contracts be awarded/deferred as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET MAINTENANCE DIVISION: Construct & Erect Nomar Market Shade Structure.

Snodgrass & Sons Construction - \$116,184.00 Base Bid

\$1,021.00 Add Alternate 1

\$117,205.00 Aggregate Bid Total

**PUBLIC WORKS & UTILITIES DEPARTMENT/FACILITY MAINTENANCE DIVISION:
Sweeping Parking Lots & Garages.**

NCPM, Inc. * - \$62,198.00

*See Exhibit B for Itemized Pricing in the Formal Bid Report.

VARIOUS DEPARTMENTS, BOARDS, & AGENCIES: Generator Maintenance.

Central Power Systems & Services, LLC * - \$37,825.00

*See Exhibit B for Itemized Pricing in the Formal Bid Report

PARK & RECREATION DEPARTMENT/FORESTRY DIVISION: Tree & Stump Removal.

Earth & Arbor Tree Preservation - \$55,241.00 Group 1

\$52,942.00 Group 4

\$108,183.00 Aggregate Bid Total

Alfred's Superior Tree Service, Inc. - \$79,825.00 Group 2

\$13,780.00 Group 3

\$96,605.00 Aggregate Bid Total

WICHITA FIRE DEPARTMENT: Motorola Radios and Parts.

Motorola Solutions * - \$2,101,666.93

*Purchases Utilizing Cooperative Contracts and Agreements Ordinance No. 38-122 Section 2.64.020 (j)

INFORMATION TECHNOLOGY/INFORMATION SERVICES: Storserver Replacement City Hall.

Dataedge Solutions Corp. * - \$264,507.00

*Purchases Utilizing High Technology Items Ordinance 35-856 Section 2 (g)

Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works & Utilities



Jamie Buster, MPA, CMC
Deputy City Clerk



FORMAL BID REPORT

EXHIBIT A

TO: Robert Layton, City Manager

DATE: December 20, 2021

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

December 17, 2021

Paving – Boston, Harvest, College Hill, Planeview Basketball Courts – PW&U/ Engineering Division

(Defer to December 27, 2021)

Wastewater Treatment Plant 2 Boiler Burner Upgrades – Public Works & Utilities Dept/Engineering Division

CM3 Inc

\$78,744.00

(Award 1/18/2021 subject to City Council approval of New Engineer's Estimate & Budget Authorization)

2022 OP3 CIP Microsurfacing & Street Repair– Public Works & Utilities Department/Engineering Division

Vance Bros, Inc.

(Contract has been Awarded for)

\$2,631,250.00

PURCHASING BIDS – MELINDA WALKER, PURCHASING MANAGER

December 17, 2021

Construct & Erect Nomar Market Shade Structure – Public Works & Utilities Department/Maintenance Division

Snodgrass & Sons Construction

Base Bid

\$116,184.00

Add Alt 1

1,021.00

Aggregate Bid Total

\$117,205.00

Sweeping Parking Lots & Garages – Public Works & Utilities Department/Facility Maintenance Division

NCPM, Inc. (See Exhibit B for Itemized Pricing in the Formal Bid Report)

\$62,198.00

Generator Maintenance – Various Departments, Boards & Agencies

Central Power Systems & Services LLC

\$37,825.00

(See Exhibit B for Itemized Pricing in the Formal Bid Report)

Tree & Stump Removal – Park & Recreation Department/Forestry Division

Earth & Arbor Tree Preservation

Group 1

\$55,241.00

Group 4

52,942.00

Aggregate Bid Total

\$108,183.00

Alfred's Superior Tree Service Inc

Group 2

\$79,825.00

Group 3

13,780.00

Aggregate Bid Total

\$96,605.00

Motorola Radios and Parts – Fire Department

Motorola Solutions

\$2,101,666.93

(Purchasing Utilizing Cooperative Contracts and Agreements Ordinance No. 38-122 Section 2.64.020 (j))

Storserver Replacement City Hall – IT/IS Department

Dataedge Solutions Corp

\$267,507.00

(Purchasing Utilizing High Technology Items Ordinance No. 35-856 Section 2 (g))

Hannah Lang for
Melinda A. Walker
Purchasing Manager

PARK BID TABULATION SUMMARY

BOARD OF BIDS - December 10, 2021

210357		Engineer's Construction Estimate	RONALD D BARKLEY dba BARKLEY CONSTRUCTION	MULTICON INC	CONSPEC INC dba KANSAS PAVING
Boston, Harvest, College Hill, Planeview Basketball Courts			\$226,820.00	\$201,499.00	\$282,300.00
	BID BOND				
482-2021-11038	ADDENDA	1			
R1000/R0008					
		Engineer's Construction Estimate	DONDLINGER & SONS CONSTRUCTION CO INC	DUTTON CONSTRUCTION AND PLUMBING LLC	WICHITA HOME WORKS LLC
Boston, Harvest, College Hill, Planeview Basketball Courts			\$399,000.00	\$281,600.00	\$166,378.72
	BID BOND				
482-2021-11038	ADDENDA	1			
R1000/R0008					
		Engineer's Construction Estimate	Pearson Construction		
Boston, Harvest, College Hill, Planeview Basketball Courts					
	BID BOND				
482-2021-11038	ADDENDA	1			
R1000/R0008					
		Engineer's Construction Estimate			
Boston, Harvest, College Hill, Planeview Basketball Courts					
	BID BOND				
482-2021-11038	ADDENDA	1			
R1000/R0008					
DEFER 1 WEEK					

CHECKED BY: KPREVIEWED BY: jd

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - December 17, 2021

210369		Engineer's Construction Estimate	CM3 INC		
Waste Water Treatment Plant 2 Boiler Burner Upgrades			\$78,744.00		
(2305 E 57th Street South)	BID BOND				
468-2021-033785	ADDENDA	1			
		Engineer's Construction Estimate			
Waste Water Treatment Plant 2 Boiler Burner Upgrades					
(2305 E 57th Street South)	BID BOND				
468-2021-033785	ADDENDA	1			
		Engineer's Construction Estimate			
Waste Water Treatment Plant 2 Boiler Burner Upgrades					
(2305 E 57th Street South)	BID BOND				
468-2021-033785	ADDENDA	1			
		Engineer's Construction Estimate			
Waste Water Treatment Plant 2 Boiler Burner Upgrades					
(2305 E 57th Street South)	BID BOND				
468-2021-033785	ADDENDA	1			
Award 1-18-22 subject to City Council approval of new Engineer's Estimate and Budget Authorization.					

CHECKED BY: REVIEWED BY:

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - December 17, 2021

210372		Engineer's Construction Estimate	INTERMOUNTAIN SLURRY SEAL INC	VANCE BROS INC	
2022 OP3 CIP Microsurfacing and Street Repair		\$2,736,004.90	\$2,592,034.18	\$2,325,793.40	
(Various Locations)	BID BOND				
472-2022-085800	ADDENDA	1			
E1107/E9040/E0045/S1002/-					
		Engineer's Construction Estimate			
2022 OP3 CIP Microsurfacing and Street Repair		\$2,736,004.90			
(Various Locations)	BID BOND				
472-2022-085800	ADDENDA	1			
E1107/E9040/E0045/S1002/-					
		Engineer's Construction Estimate			
2022 OP3 CIP Microsurfacing and Street Repair		\$2,736,004.90			
(Various Locations)	BID BOND				
472-2022-085800	ADDENDA	1			
E1107/E9040/E0045/S1002/-					
		Engineer's Construction Estimate			
2022 OP3 CIP Microsurfacing and Street Repair		\$2,736,004.90			
(Various Locations)	BID BOND				
472-2022-085800	ADDENDA	1			
E1107/E9040/E0045/S1002/-					
Contract has been awarded for \$2,631,250.00.					

CHECKED BY: REVIEWED BY: 

BID TABULATION						
BID NO: 210350						
RFB - Construct and Erect Nomar Market Shade Structure						
BASIS OF AWARD			SNODGRASS & SONS CONSTRUCTION CO INC		MULTICON INC	
Group 1						
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total
Base Bid: Provide Labor, Materials, and Equipment to Construct and Erect Nomar International Market Shade Structure as per and specifications.	1.00	LS	\$116,184.00000	\$116,184.00	\$146,147.00000	\$146,147.00
Add Alternate No. 1: Add Pre-Finish Guttering & (2) Downspouts per drawings & specifications.	1.00	LS	\$1,021.00000	\$1,021.00	\$825.00000	\$825.00
	Group 1 SubTotal		\$117,205.00000	\$117,205.00	\$146,972.00000	\$146,972.00
	Grand Total		\$117,205.00000	\$117,205.00	\$146,972.00000	\$146,972.00

Award 12-21,2021 Public Works & Utilities Department/Facilities Maintenance Division

BID TABULATION				
BID NO: 210374				
RFB - Sweeping Parking Lots & Garages				
BASIS OF AWARD			NCPM INC	
Group1				
Description	Quantity	Unit	Unit Price	Sub Total
Provide Sweeping to GARAGE AT THE HOTEL IN OLD TOWN for the City of Wichita WEEKLY ON MONDAYS - Sweep 100% of garage using air pressure to blow under vehicles and in corners, remove trash and accumulation, including in gutters and next to curbs and similar areas.	52.00	WK	\$32.00000	\$1,664.00
Provide Sweeping to GARAGE AT THE HOTEL IN OLD TOWN for the City of Wichita WEEKLY ON MONDAYS - Sweeping and blow stairways and out of elevator, from top to ground floor.	52.00	WK	\$32.00000	\$1,664.00
Provide Power Wash to GARAGE AT THE HOTEL IN OLD TOWN for the City of Wichita Power wash 100% of garage to remove bird dropping, gum, etc.	2.00	YR	\$6,500.00000	\$13,000.00
Provide Sweeping to GARAGE AT GANDER MOUNTAIN for the City of Wichita WEEKLY ON SUNDAYS - Sweep 100% of garage using air pressure to blow under vehicles and in corners, remove trash and accumulation, including in gutters and next to curbs and similar areas.	52.00	WK	\$42.00000	\$2,184.00
Provide Sweeping to GARAGE AT GANDER MOUNTAIN for the City of Wichita WEEKLY ON SUNDAYS - Sweeping and blow stairways from top to ground floor.	52.00	WK	\$42.00000	\$2,184.00
Provide Power Wash to GARAGE AT GANDER MOUNTAIN for the City of Wichita Power wash 100% of garage to remove bird dropping, gum, etc.	1.00	YR	\$4,250.00000	\$4,250.00
Provide Sweeping to OLD TOWN CINEMA PARKING GARAGE for the City of Wichita TWICE PER WEEK ON THURSDAYS & MONDAYS - Sweep 100% of garage using air pressure to blow under vehicles and in corners, remove trash and accumulation, including in gutters and next to curbs and similar areas.	104.00	WK	\$87.00000	\$9,048.00
Provide Sweeping to OLD TOWN CINEMA PARKING GARAGE for the City of Wichita. TWICE PER WEEK ON THURSDAYS & MONDAYS - Sweep and blow stairways and out of elevator, form top to ground floor.	104.00	WK	\$87.00000	\$9,048.00
Provide Power Wash to OLD TOWN CIINEMA PARKING GARAGE for the City of Wichita Power wash 100% of garage to remove bird dropping, gum, etc.	2.00	YR	\$6,800.00000	\$13,600.00
Provide Sweeping to INDIAN CENTER for the City of Wichita MONTHLY - Sweep 100% of parking lot using air pressure to blow under vehicles and in corners, remove trash and accumulation, including in gutters and next to curbs and similar areas.	12.00	MO	\$107.00000	\$1,284.00
Provide Sweeping to MAIN PUBLIC LIBRARY & CITY LOT ON NW CORNER OF CENTURY II DRIVE for the	12.00	MO	\$178.00000	\$2,136.00

City of Wichita MONTHLY - Sweep 100% of parking lot using air pressure to blow under vehicles and in corners, remove trash and accumulation, including in gutters and next to curbs and similar areas.				
Street Sweeping ServicesProvide Sweeping to CENTURY II LOT ON MAIN BETWEEN ENGLISH & WATERMAN STREET for the City of Wichita MONTHLY - Sweep 100% of parking lot using air pressure to blow under vehicles and in corners, remove trash and accumulation, including in gutters and next to curbs and similar areas.	12.00	MO	\$178.00000	\$2,136.00
	Group1 SubTotal		\$18,335.00000	\$62,198.00
	Grand Total		\$18,335.00000	\$62,198.00

Award 12/21/2021 Public Works & Utilities Department/Building Services Division

BID TABULATION																	
BID NO: 210331																	
RFB - Generator Maintenance																	
BASIS OF AWARD																	
		WESTERN DIESEL SERVICES INC				ON COMPUTER SERVICES LLC		CLIFFORD POWER SYSTEMS INC		C & C SALES INC		FOLEY EQUIPMENT CO INC		CENTRAL POWER SYSTEMS & SERVICES LLC		CUMMINS INC	
Group 1																	
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	
Located at 4042 N. Dale Ave (Station # 2)	1.00	LS	\$870.00000	\$870.00	\$812.00000	\$812.00	\$865.30000	\$865.30	\$560.03000	\$560.03	\$645.72000	\$645.72	\$350.00000	\$350.00	\$620.00000	\$620.00	
Generator: Olympian 60 kW 480 Service Power 150 Service Amp																	
Located at 2556 N. Arvidson (Station # 4)	1.00	LS	\$720.00000	\$720.00	\$802.00000	\$802.00	\$787.30000	\$787.30	\$564.26000	\$564.26	\$645.04000	\$645.04	\$300.00000	\$300.00	\$515.00000	\$515.00	
Generator: MTU 30 kW 120/240 Service Power 50 Service Amp																	
Located at 3163 S. Glenn (Station # 6)	1.00	LS	\$895.00000	\$895.00	\$817.00000	\$817.00	\$865.30000	\$865.30	\$560.03000	\$560.03	\$666.66000	\$666.66	\$350.00000	\$350.00	\$815.00000	\$815.00	
Generator: MTU 70 kW 240 Service Power 225 Service Amp																	
Located at 1151 Firefly (Station # 8)	1.00	LS	\$808.00000	\$808.00	\$817.00000	\$817.00	\$865.30000	\$865.30	\$560.03000	\$560.03	\$645.72000	\$645.72	\$350.00000	\$350.00	\$615.00000	\$615.00	
Generator: Olympian 60 kW 277/480 Service Power 225 Service Amp																	
Located at 2761 N. Ridge (Pump Station # 10)	1.00	LS	\$808.00000	\$808.00	\$802.00000	\$802.00	\$774.35000	\$774.35	\$551.50000	\$551.50	\$624.78000	\$624.78	\$300.00000	\$300.00	\$485.00000	\$485.00	
Generator: Kohler 20 kW 120/208 Service Power 100 Service Amp																	
Located at 4870 N. Hoover (Station # 12)	1.00	LS	\$808.00000	\$808.00	\$802.00000	\$802.00	\$865.30000	\$865.30	\$560.03000	\$560.03	\$638.96000	\$638.96	\$325.00000	\$325.00	\$550.00000	\$550.00	
Generator: Olympian 40 kW 480 Service Power 200 Service Amp																	
Located at 1134 W. 34th (Station # 13)	1.00	LS	\$730.00000	\$730.00	\$792.00000	\$792.00	\$774.35000	\$774.35	\$560.03000	\$560.03	\$622.98000	\$622.98	\$250.00000	\$250.00	\$485.00000	\$485.00	
Generator: Onan 12.5 kW 120/240 Service Power 100 Service Amp																	
Located at 5410 W. York (Station # 14)	1.00	LS	\$700.00000	\$700.00	\$792.00000	\$792.00	\$774.35000	\$774.35	\$560.03000	\$560.03	\$624.78000	\$624.78	\$300.00000	\$300.00	\$485.00000	\$485.00	
Generator: Onan 20 kW 120/208 Service Power 100 Service Amp																	
Located at 2599 S. ST. Francis (Station # 15)	1.00	LS	\$700.00000	\$700.00	\$792.00000	\$792.00	\$774.35000	\$774.35	\$551.50000	\$551.50	\$624.78000	\$624.78	\$300.00000	\$300.00	\$485.00000	\$485.00	
Generator: Kohler 20 kW 230V Service Power 60 Service Amp																	
Located at 3602 N. Poplar (Station # 16)	1.00	LS	\$805.00000	\$805.00	\$802.00000	\$802.00	\$865.30000	\$865.30	\$560.03000	\$560.03	\$641.66000	\$641.66	\$325.00000	\$325.00	\$550.00000	\$550.00	
Generator: Generac 45 kW 208 Service Power 200 Service Amp																	
Located at 1818 Wavona (Station # 17)	1.00	LS	\$808.00000	\$808.00	\$912.00000	\$912.00	\$865.30000	\$865.30	\$833.78000	\$833.78	\$1,019.23000	\$1,019.23	\$350.00000	\$350.00	\$620.00000	\$620.00	
Generator: Olympian																	

90.4 KW 120/208 Service Power 50 Service Amp																	
Located at 1099 N. Shafford (Station # 18)	1.00	LS	\$808.00000	\$808.00	\$812.00000	\$812.00	\$865.30000	\$865.30	\$560.03000	\$560.03	\$645.72000	\$645.72	\$350.00000	\$350.00	\$620.00000	\$620.00	
Generator: Onan 60 KW 120/208 Service Power 200 Service Amp																	
Located at 3800 N. Porter (Station # 23)	1.00	LS	\$808.00000	\$808.00	\$792.00000	\$792.00	\$774.35000	\$774.35	\$560.03000	\$560.03	\$622.08000	\$622.08	\$250.00000	\$250.00	\$485.00000	\$485.00	
Generator: Generac 10 KW 120/240 Service Power 60 Service Amp																	
Located at 4141 S. Boyd (Station # 24)	1.00	LS	\$705.00000	\$705.00	\$792.00000	\$792.00	\$774.35000	\$774.35	\$560.03000	\$560.03	\$622.08000	\$622.08	\$250.00000	\$250.00	\$485.00000	\$485.00	
Generator: Generac 15 KW 208 Service Power 100 Service Amp																	
Located at 115 W. Dewy St (Water Walk) (Station # 26)	1.00	LS	\$700.00000	\$700.00	\$802.00000	\$802.00	\$865.30000	\$865.30	\$568.56000	\$568.56	\$644.37000	\$644.37	\$325.00000	\$325.00	\$550.00000	\$550.00	
Generator: Kohler 50 KW 120/208 Service Power 200 Service Amp																	
Located at 2727 S. Tyler (Station # 27)	1.00	LS	\$2,520.00000	\$2,520.00	\$2,142.00000	\$2,142.00	\$2,274.60000	\$2,274.60	\$1,305.12000	\$1,305.12	\$2,814.52000	\$2,814.52	\$800.00000	\$800.00	\$1,350.00000	\$1,350.00	
Generator: MTU 750 KW 480v Service Power 1128 Service Amp																	
Located at 6002 W. 21st St. N. (Station # 28)	1.00	LS	\$808.00000	\$808.00	\$802.00000	\$802.00	\$797.30000	\$797.30	\$560.03000	\$560.03	\$626.02000	\$626.02	\$300.00000	\$300.00	\$550.00000	\$550.00	
Generator: Cummins 35 KW 120/208 Service Power 121 Service Amp																	
Located at 12222 W. 13th (Station # 29)	1.00	LS	\$775.00000	\$775.00	\$792.00000	\$792.00	\$774.35000	\$774.35	\$551.50000	\$551.50	\$624.78000	\$624.78	\$300.00000	\$300.00	\$485.00000	\$485.00	
Generator: Kohler 20 KW 120/208 Service Power 45 Service Amp																	
Located at 3210 S. Hydraulic (Station # 30)	1.00	LS	\$808.00000	\$808.00	\$802.00000	\$802.00	\$797.30000	\$797.30	\$560.03000	\$560.03	\$634.23000	\$634.23	\$300.00000	\$300.00	\$550.00000	\$550.00	
Generator: Detroit 30 KW 208v Service Power 100 Service Amp																	
Located at 4801 S. Shandian (Station # 31)	1.00	LS	\$808.00000	\$808.00	\$802.00000	\$802.00	\$865.30000	\$865.30	\$564.29000	\$564.29	\$554.54000	\$554.54	\$325.00000	\$325.00	\$550.00000	\$550.00	
Generator: MTU 55 KW 120/208 Service Power 70 Service Amp																	
Located at 1949 N. Amidon (Station # 32)	1.00	LS	\$775.00000	\$775.00	\$792.00000	\$792.00	\$774.35000	\$774.35	\$551.50000	\$551.50	\$624.78000	\$624.78	\$250.00000	\$250.00	\$485.00000	\$485.00	
Generator: Kohler 20 KW 208 Service Power 100 Service Amp																	
Located at 4426 S. West (Station # 33)	1.00	LS	\$808.00000	\$808.00	\$792.00000	\$792.00	\$774.35000	\$774.35	\$551.50000	\$551.50	\$622.08000	\$622.08	\$250.00000	\$250.00	\$485.00000	\$485.00	
Generator: Generac 15 KW 120/208 Service Power 70 Service Amp																	
Located at 899 N. Lakewind (Station # 34)	1.00	LS	\$808.00000	\$808.00	\$802.00000	\$802.00	\$865.30000	\$865.30	\$568.56000	\$568.56	\$645.72000	\$645.72	\$325.00000	\$325.00	\$550.00000	\$550.00	
Generator: Detroit 57 KW 120/208 Service Power 40 Service Amp																	

Located at 2199 S. West (Station # 35) Generator: Onan 75 kW 480 Service Power: 200 Service Amp	1.00	LS	\$655.00000	\$655.00	\$632.00000	\$632.00	\$665.30000	\$665.30	\$560.03000	\$560.03	\$653.82000	\$653.82	\$325.00000	\$325.00	\$620.00000	\$620.00
Located at 1129 N. Coachhouse (Station # 36) Generator: Kohler 12 kW 120/208 Service Power: 70 Service Amp	1.00	LS	\$700.00000	\$700.00	\$792.00000	\$792.00	\$774.35000	\$774.35	\$551.50000	\$551.50	\$622.08000	\$622.08	\$250.00000	\$250.00	\$485.00000	\$485.00
Located at 5199 Meridian (Station # 38) Generator: Cat 450 kW 480v Service Power: 675 Service Amp	1.00	LS	\$1,845.00000	\$1,845.00	\$1,592.00000	\$1,592.00	\$1,801.15000	\$1,801.15	\$1,021.67000	\$1,021.67	\$2,613.91000	\$2,613.91	\$650.00000	\$650.00	\$1,050.00000	\$1,050.00
Located at 4404 W. Emerald Bay St. (Station # 39) Generator: Olympian 100 kW 277/480 Service Power: 150 Service Amp	1.00	LS	\$675.00000	\$675.00	\$632.00000	\$632.00	\$665.30000	\$665.30	\$568.56000	\$568.56	\$666.66000	\$666.66	\$350.00000	\$350.00	\$620.00000	\$620.00
Located at 10766 W. 21st N. (Station # 40) Generator: Onan 100 kW 277/480 Service Power: 225 Service Amp	1.00	LS	\$608.00000	\$608.00	\$632.00000	\$632.00	\$665.30000	\$665.30	\$568.56000	\$568.56	\$666.66000	\$666.66	\$350.00000	\$350.00	\$620.00000	\$620.00
Located at 6900 W. 29th ST. N. (Station # 41) Generator: Cummins 100 kW 480 Service Power: 150 Service Amp	1.00	LS	\$608.00000	\$608.00	\$632.00000	\$632.00	\$665.30000	\$665.30	\$568.56000	\$568.56	\$666.66000	\$666.66	\$350.00000	\$350.00	\$620.00000	\$620.00
Located at 6401 S. Clifton Ave. (Station # 43) Generator: Cummins 70 kW 480 Service Power: 100 Service Amp	1.00	LS	\$608.00000	\$608.00	\$607.00000	\$607.00	\$665.30000	\$665.30	\$560.03000	\$560.03	\$651.12000	\$651.12	\$350.00000	\$350.00	\$620.00000	\$620.00
Located at 6781 S. 111th E. (Station # 44) Generator: Olympian 12 kW 208 Service Power: 60 Service Amp	1.00	LS	\$700.00000	\$700.00	\$792.00000	\$792.00	\$774.35000	\$774.35	\$560.03000	\$560.03	\$622.08000	\$622.08	\$250.00000	\$250.00	\$485.00000	\$485.00
Located at 11721 E. 63rd E. (Station # 45) Generator: Kohler 12 kW 120/208 Service Power: 50 Service Amp	1.00	LS	\$700.00000	\$700.00	\$792.00000	\$792.00	\$774.35000	\$774.35	\$551.50000	\$551.50	\$622.08000	\$622.08	\$250.00000	\$250.00	\$485.00000	\$485.00
Located at 911 W. Nims (Station # 55) Generator: Olympian 25 kW 120/240 Service Power: 100 Service Amp	1.00	LS	\$655.00000	\$655.00	\$602.00000	\$602.00	\$797.30000	\$797.30	\$560.03000	\$560.03	\$631.53000	\$631.53	\$250.00000	\$250.00	\$530.00000	\$530.00
Located at 13415 W. 21st Main Pump Station (Station # 56) Generator: Cat 450 kW 480v Service Power: 800 Service Amp	1.00	LS	\$1,660.00000	\$1,660.00	\$1,592.00000	\$1,592.00	\$2,014.50000	\$2,014.50	\$929.44000	\$929.44	\$1,975.63000	\$1,975.63	\$600.00000	\$600.00	\$1,050.00000	\$1,050.00
Located at 5142 47th W. Grays Fifth Addition (Station # 57) Generator: Olympian 40 kW 120/240 Service Power: 100 Service Amp	1.00	LS	\$608.00000	\$608.00	\$607.00000	\$607.00	\$665.30000	\$665.30	\$560.03000	\$560.03	\$638.96000	\$638.96	\$300.00000	\$300.00	\$530.00000	\$530.00
Located at 1563 N. Fernl Dr. (Station # 58)	1.00	LS	\$670.00000	\$670.00	\$607.00000	\$607.00	\$942.65000	\$942.65	\$568.56000	\$568.56	\$645.72000	\$645.72	\$325.00000	\$325.00	\$620.00000	\$620.00

Generator: Olympian 60 kW 480 Service Power 125 Service Amp																			
Portable Generators - Unleaded (Station # 1)	1.00	LS	\$995.00000	\$995.00	\$816.00000	\$816.00	\$797.30000	\$797.30	\$568.56000	\$568.56	\$628.02000	\$628.02	\$300.00000	\$300.00	\$550.00000	\$550.00			
Generator: Generac 35 kW 480v Service Power 208 Service Amp																			
Portable Generators - Unleaded (Station # 2)	1.00	LS	\$895.00000	\$895.00	\$816.00000	\$816.00	\$797.30000	\$797.30	\$568.56000	\$568.56	\$628.02000	\$628.02	\$300.00000	\$300.00	\$550.00000	\$550.00			
Generator: Generac 35 kW 208v Service Power 121.4 Service Amp																			
Portable Generators - Propane (Station # 3)	1.00	LS	\$990.00000	\$990.00	\$806.00000	\$806.00	\$774.35000	\$774.35	\$560.03000	\$560.03	\$622.08000	\$622.08	\$250.00000	\$250.00	\$485.00000	\$485.00			
Generator: Olympian 15 kW 120/240 Service Power 62.5 Service Amp																			
Portable Generators - Diesel (Station # 4)	1.00	LS	\$720.00000	\$720.00	\$816.00000	\$816.00	\$1,010.65000	\$1,010.65	\$677.83000	\$677.83	\$805.67000	\$805.67	\$300.00000	\$300.00	\$550.00000	\$550.00			
Generator: Onan 35 kW 480v Service Power 52.7 Service Amp																			
Located at 4162 N. 135th West (Plant # 3)	1.00	LS	\$3,815.00000	\$3,815.00	\$3,670.00000	\$3,670.00	\$4,689.45000	\$4,689.45	\$2,296.11000	\$2,296.11	\$4,116.06000	\$4,116.06	\$1,500.00000	\$1,500.00	\$2,190.00000	\$2,190.00			
Generator: Cat 1500 kW 480 Service Power 2255 Service Amp																			
Located at 15800 E. Harry (Plant # 4)	1.00	LS	\$3,390.00000	\$3,390.00	\$3,670.00000	\$3,670.00	\$4,689.45000	\$4,689.45	\$2,159.67000	\$2,159.67	\$3,688.52000	\$3,688.52	\$1,200.00000	\$1,200.00	\$1,683.00000	\$1,683.00			
Generator: Cummins 1500 kW 480 Service Power 2255.3 Service Amp																			
Located at 8018 W. K-42 Hwy (Plant # 5)	1.00	LS	\$4,000.00000	\$4,000.00	\$3,520.00000	\$3,520.00	\$3,527.50000	\$3,527.50	\$1,947.11000	\$1,947.11	\$4,095.80000	\$4,095.80	\$1,500.00000	\$1,500.00	\$2,035.00000	\$2,035.00			
Generator: Cummins 1250 kW 480 Service Power 1879.5 Service Amp																			
SVGEN001 Located at 5301 W Maple (Pump Station #1) Engine: Caterpillar 3406e hp: 587 Serial #: 42R06461	1.00	LS	\$1,502.00000	\$1,502.00	\$1,606.00000	\$1,606.00	\$1,742.50000	\$1,742.50	\$957.68000	\$957.68	\$1,532.54000	\$1,532.54	\$675.00000	\$675.00	\$1,100.00000	\$1,100.00			
Generator: Caterpillar Frame 450 400 kW 500 kva 0.8 PF 3 Phase 12 wire 60 Hz 480 volts 602 Amps 1800 RPM																			
SVGEN004 Located at 1461 N. Smith Ct. (Pump Station #4) Engine: Cummins Model# QST 30-G5 SN# 37235960	1.00	LS	\$2,197.00000	\$2,197.00	\$2,146.00000	\$2,146.00	\$2,808.65000	\$2,808.65	\$1,688.41000	\$1,688.41	\$3,110.35000	\$3,110.35	\$1,300.00000	\$1,300.00	\$1,600.00000	\$1,600.00			
Generator: Onan Model# 800 DQFAB-7573713 800 kW 1200 Amps 3 Phase 480 Volts 60 Hz																			
SVGEN005 Located at 6701 S. Seneca (Pump Station #5) Engine: Cummins KTA 50 16 Cylinder Diesel	1.00	LS	\$3,390.00000	\$3,390.00	\$3,670.00000	\$3,670.00	\$4,417.45000	\$4,417.45	\$2,220.00000	\$2,220.00	\$3,688.52000	\$3,688.52	\$1,600.00000	\$1,600.00	\$2,100.00000	\$2,100.00			

Generator: Onan 1500 DFH9 Serial #: K9062922 Spec: 84120N 1500 kW 2250 Amps 1800 RPM 480 Volts 3 Phase 60 Hz																		
SWFEN006 Located at 439 S Oliver (Pump Station #6) Engine: Ford V-10 6.0L (W95-1068) Natural Gas Serial #: C100931957	1.00	LS	\$968.00000	\$968.00	\$856.00000	\$856.00	\$982.60000	\$982.60	\$537.13000	\$537.13	\$971.95000	\$971.95	\$500.00000	\$500.00	\$820.00000	\$820.00		
Generator: Model # GGHJ Serial #: 1656681 Spec-A Service Duty - Standby 175 kW 155.2 Rated kVA 0.8 PF 480 Volts 60 Hz 3 Phase 1800 RPM																		
SWGEN007 Located at 420 S Ridgecrest (Pump Station #7) Engine: Caterpillar Natural Gas Model # 3406 Serial #: CT5500434 Arrangement # 202-9936	1.00	LS	\$1,185.00000	\$1,185.00	\$1,266.00000	\$1,266.00	\$1,309.85000	\$1,309.85	\$785.46000	\$785.46	\$1,521.07000	\$1,521.07	\$700.00000	\$700.00	\$800.00000	\$800.00		
Generator: Caterpillar Model # 3406 Serial #: C38P00257 Arrangement # 193-8725 240 kW 360 Amps 480 Volts 60 Hz 3 Phase																		
SWGEN008 Located at 448 S Windsor (Pump Station #8) Engine: Caterpillar Natural Gas Model # 3406 Serial #: CT5000444 Arrangement # 202-9936	1.00	LS	\$1,165.00000	\$1,185.00	\$1,266.00000	\$1,266.00	\$1,309.85000	\$1,309.85	\$785.46000	\$785.46	\$1,521.07000	\$1,521.07	\$700.00000	\$700.00	\$800.00000	\$800.00		
Generator: Caterpillar Model # 3406 Serial #: CT5000444 Arrangement # 202-9936																		
SWGENLSD Located at 1204 S McLean Blvd (Lincoln Street Dam) Engine: Caterpillar Model # Cx 4 Serial #: E5A00327	1.00	LS	\$1,120.00000	\$1,120.00	\$926.00000	\$926.00	\$806.65000	\$806.65	\$724.78000	\$724.79	\$982.08000	\$982.08	\$600.00000	\$600.00	\$650.00000	\$650.00		
Generator: Caterpillar Model # D80.6 Serial #: CAT00C44CD4B02488 80 kW 120 Amps 0.8 PF 480 Volts 60 Hz 3 Phase 1800 RPM																		
SWGEN009 Located at 8028 E Kellogg (Pump Station #9) Engine: Detroit Diesel Natural Gas Model # 50G Serial #: 06R0766845	1.00	LS	\$1,230.00000	\$1,230.00	\$1,266.00000	\$1,266.00	\$1,309.85000	\$1,309.85	\$790.24000	\$790.24	\$1,328.58000	\$1,328.58	\$700.00000	\$700.00	\$800.00000	\$800.00		
Generator: Kohler 250																		

Model # 250RZD Serial # 0792086 250 KW 375 Amps 480 Volts 60 Hz 3 Phase																	
SWGEN010 Located at 2590 S Hoover Rd (Pump Station #10)	1.00	LS	\$4,000.00000	\$4,000.00	\$3,670.00000	\$3,670.00	\$4,417.45000	\$4,417.45	\$2,552.20000	\$2,552.20	\$4,116.06000	\$4,116.06	\$1,625.00000	\$1,625.00	\$2,300.00000	\$2,300.00	
Engine: Caterpillar Model # 3512 Serial # 237-0699																	
Generator: Caterpillar Model # SR4B Serial # 76N01087 Arrangement# 144-1712 1500 KW 2250 Amps 480 Volts 60 Hz 3 Phase																	
SWGEN011 Located at 1325 W. 37th North (Pump Station #11)	1.00	LS	\$3,555.00000	\$3,555.00	\$3,670.00000	\$3,670.00	\$4,417.45000	\$4,417.45	\$2,143.00000	\$2,143.00	\$4,095.80000	\$4,095.80	\$1,600.00000	\$1,600.00	\$2,300.00000	\$2,300.00	
Engine: Cummins Model # QSK 55-G4 Serial # CTS00434 2220 HP 1800 RPM																	
Generator: Cummins/Onan Model # 1500 DQGA8 Serial # X10JUC0699 Frame# P1734D1 1500 KW 2400 Amps 480 Volts 60 Hz 3 Phase																	
SWGEN014 Located at 7453 W. 45th North (Pump Station #14)	1.00	LS	\$3,555.00000	\$3,555.00	\$3,420.00000	\$3,420.00	\$3,255.50000	\$3,255.50	\$1,784.83000	\$1,784.83	\$3,110.35000	\$3,110.35	\$1,300.00000	\$1,300.00	\$2,100.00000	\$2,100.00	
Engine: Cummins Model # QGT 30-G5 Serial # 37243549																	
Generator: Cummins/Onan Model # 1000 DQFAD-43160298 Serial # X10D131081 1000 KW 2400 Amps 480 Volts 60 Hz 3 Phase																	
Located at 455 N Main City Hall Cummins-Model: DQFAD-7268331 Serial-J060217123 480 volts, 1500 amps, 3 phase, 1000 KW, 1250 KVA	1.00	LS	\$3,555.00000	\$3,555.00	\$3,420.00000	\$3,420.00	\$1,764.60000	\$1,764.60	\$1,414.39000	\$1,414.39	\$1,629.14000	\$1,629.14	\$1,100.00000	\$1,100.00	\$1,000.00000	\$1,000.00	
Located at 1400 Museum Blvd Wichita Art Museum Cummins 100KW	1.00	LS	\$1,138.00000	\$1,138.00	\$856.00000	\$856.00	\$384.20000	\$384.20	\$420.78000	\$420.78	\$437.69000	\$437.69	\$425.00000	\$425.00	\$410.00000	\$410.00	
Located at 410 N Waco Property & Evidence Marathon 40KW	1.00	LS	\$1,078.00000	\$1,078.00	\$851.00000	\$851.00	\$384.20000	\$384.20	\$471.94000	\$471.94	\$387.03000	\$387.03	\$250.00000	\$250.00	\$330.00000	\$330.00	
Located at 121 N Emporia State Office Building Parking Garage Cummins-Model:200DFAA Serial-F94554501 480 volts, 301 amps, 3 phase, 200 KW, 250 KVA	1.00	LS	\$1,390.00000	\$1,390.00	\$1,266.00000	\$1,266.00	\$504.90000	\$504.90	\$584.93000	\$584.93	\$739.60000	\$739.60	\$450.00000	\$450.00	\$475.00000	\$475.00	
Located at 215 N Mosley Hotel Town Garage Generac-Model:0052433 Serial-4847268 240/120 volts, 130/65 amps, 1 phase 18KW	1.00	LS	\$899.00000	\$899.00	\$811.00000	\$811.00	\$293.25000	\$293.25	\$280.07000	\$280.07	\$345.83000	\$345.83	\$250.00000	\$250.00	\$200.00000	\$200.00	
Located at 300 N Meard Old Town Plaza Garage Generac-Model:0058871 Serial-7832803 240/120 volts, 166.7/88.3 amps, 1 phase 18KW	1.00	LS	\$899.00000	\$899.00	\$811.00000	\$811.00	\$293.25000	\$293.25	\$280.07000	\$280.07	\$345.83000	\$345.83	\$250.00000	\$250.00	\$200.00000	\$200.00	

Located at 360 E William Block 1 Garage Kohler - Model-150REZG8 Serial-SGM322675 208/120 volts, 500 amps, 3 phase, 188 KVA Located at 4100 N West St Brooks Landfill Onan 30 KW	1.00	EA	\$965.00000	\$965.00	\$1,151.00000	\$1,151.00	\$504.90000	\$504.90	\$322.71000	\$322.71	\$363.39000	\$363.39	\$450.00000	\$450.00	\$350.00000	\$350.00
Located at 1901 S Kansas Linwood Rec Center Onan-Model-600UE-1BR9996AE Serial-L760377513 480 volts, 3 amps, 4 KW, 7.5 KVA	1.00	LS	\$808.00000	\$808.00	\$811.00000	\$811.00	\$316.20000	\$316.20	\$390.03000	\$390.03	\$387.03000	\$387.03	\$275.00000	\$275.00	\$330.00000	\$330.00
Located at 731 N Main Fire Station 1 Katolite-Trailer Mount 208/120 volts, 434 amps, 125 KW, 150.25 KVA, 3 phase	1.00	LS	\$1,303.00000	\$1,303.00	\$926.00000	\$926.00	\$504.90000	\$504.90	\$528.28000	\$528.28	\$487.41000	\$487.41	\$400.00000	\$400.00	\$330.00000	\$330.00
Located at 2255 S Greenwich Fire Station 20 Cat-Model-D125-6 Serial-CAT0006CND01030 208/120 volts, 434 amps, 3 phase, 125 KW, 156.3 KVA	1.00	LS	\$1,240.00000	\$1,240.00	\$926.00000	\$926.00	\$504.90000	\$504.90	\$477.69000	\$477.69	\$437.69000	\$437.69	\$400.00000	\$400.00	\$400.00000	\$400.00
Located at 2110 N 135th St Fire Station 21 Cat-Model-D125-6 Serial-CAT0006CND01013 208/120 volts, 434 amps, 3 phase, 125 KW, 156.3 KVA	1.00	LS	\$1,240.00000	\$1,240.00	\$926.00000	\$926.00	\$504.90000	\$504.90	\$477.69000	\$477.69	\$437.69000	\$437.69	\$400.00000	\$400.00	\$400.00000	\$400.00
Located at 2659 S Hydraulic Fire Station 22 Cat-Model-D125-6 Serial-CAT0006CND01100 208/120 volts, 434 amps, 3 phase, 125 KW, 156.3 KVA	1.00	LS	\$1,240.00000	\$1,240.00	\$926.00000	\$926.00	\$504.90000	\$504.90	\$477.69000	\$477.69	\$437.69000	\$437.69	\$400.00000	\$400.00	\$400.00000	\$400.00
Located at 4760 E 31st South Fire Training Generac-Model-12084600100 Serial-2106670 208/120 volts, 3 phase, 1200 amps, 500 KW	1.00	LS	\$1,887.00000	\$1,887.00	\$1,376.00000	\$1,376.00	\$807.50000	\$807.50	\$1,014.89000	\$1,014.89	\$957.76000	\$957.76	\$660.00000	\$660.00	\$875.00000	\$875.00
Located at 215 S Market Market Street Garage Cummins 150KW	1.00	LS	\$1,165.00000	\$1,165.00	\$1,151.00000	\$1,151.00	\$504.90000	\$504.90	\$420.78000	\$420.78	\$375.55000	\$375.55	\$450.00000	\$450.00	\$350.00000	\$350.00
Located at 3536 N Greenwich (Station # 61) Generator Kohler Gen Model 60RCL Serial No SGM32KXSS 60KW Natural Gas	1.00	LS	\$870.00000	\$870.00	\$807.00000	\$807.00	\$865.30000	\$865.30	\$548.92000	\$548.92	\$645.72000	\$645.72	\$350.00000	\$350.00	\$550.00000	\$550.00
Located at 8031 E 34th St (Station # 62) Generator Cummins Gen Model C60 N6 Serial No C160328090 60KW Natural Gas	1.00	LS	\$865.00000	\$865.00	\$807.00000	\$807.00	\$865.30000	\$865.30	\$585.61000	\$585.61	\$645.72000	\$645.72	\$350.00000	\$350.00	\$620.00000	\$620.00
Located at 4980 W 21st (Station # 63) Generator Kohler Gen Model C36 N6 Serial No H180049710 36KW Natural Gas	1.00	LS	\$865.00000	\$865.00	\$802.00000	\$802.00	\$797.30000	\$797.30	\$548.92000	\$548.92	\$632.88000	\$632.88	\$250.00000	\$250.00	\$485.00000	\$485.00
Located at 3959 S Gold (Station #64) Generator Cummins Gen Model C36 N6 Serial No A2159469438 36KW Natural Gas	1.00	LS	\$865.00000	\$865.00	\$802.00000	\$802.00	\$797.30000	\$797.30	\$548.92000	\$548.92	\$630.18000	\$630.18	\$250.00000	\$250.00	\$485.00000	\$485.00
Located at 4810 W 37th N (Station # 66) Generator Cummins Gen Model D6H4D-1975517 Serial No A200706474 230 KW Natural Gas	1.00	LS	\$1,585.00000	\$1,585.00	\$807.00000	\$807.00	\$1,388.50000	\$1,388.50	\$676.06000	\$676.06	\$1,067.18000	\$1,067.18	\$450.00000	\$450.00	\$850.00000	\$850.00
Located at 1804 S 151st W (Station # 67) Generator Cummins Gen Model C60 N6 Serial No G200794989 60KW Natural Gas	1.00	LS	\$865.00000	\$865.00	\$807.00000	\$807.00	\$865.30000	\$865.30	\$602.67000	\$602.67	\$645.72000	\$645.72	\$350.00000	\$350.00	\$620.00000	\$620.00
Located at 1500 W Maple (Station # 68) Generator Cummins Gen Model C60 N6 or N8 Serial No H200807084 60KW Natural Gas	1.00	LS	\$910.00000	\$910.00	\$832.00000	\$832.00	\$865.30000	\$865.30	\$602.67000	\$602.67	\$645.72000	\$645.72	\$350.00000	\$350.00	\$620.00000	\$620.00
Located at 4204 N Ridge Road (Station # 69) Generator Kohler Gen Model KG60 Serial No 3346504JAC0011 60KW Natural Gas	1.00	LS	\$705.00000	\$705.00	\$807.00000	\$807.00	\$865.30000	\$865.30	\$540.28000	\$540.28	\$645.72000	\$645.72	\$350.00000	\$350.00	\$550.00000	\$550.00
Group 1 SubTotal			\$96,714.00000	\$96,714.00	\$93,132.00000	\$93,132.00	\$91,583.25000	\$91,583.25	\$58,388.75000	\$58,388.75	\$83,016.98000	\$83,016.98	\$37,825.00000	\$37,825.00	\$55,538.00000	\$55,538.00
Grand Total			\$96,714.00000	\$96,714.00	\$93,132.00000	\$93,132.00	\$91,583.25000	\$91,583.25	\$58,388.75000	\$58,388.75	\$83,016.98000	\$83,016.98	\$37,825.00000	\$37,825.00	\$55,538.00000	\$55,538.00

Award 12-21-2021 Various Boards, Agencies, & Departments

BID TABULATION												
BID NO: 210370												
RFB - Tree and Stump Removal												
BASIS OF AWARD			ALFREDS SUPERIOR TREE SERVICE INC		WICHITA TREE SERVICE		EARTH AND ARBOR TREE PRESERVATION		CUSTOM TREE CARE INC		Shawnee Mission Tree Service Inc	
Group 1												
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total
Provide Labor, Material, and Equipment for Tree & Stump removal at Tex Consolver Golf Course per specifications	1.00	LS	\$65,675.00000	\$65,675.00	\$159,100.00000	\$159,100.00	\$55,241.00000	\$55,241.00	\$94,950.00000	\$94,950.00	\$69,750.00000	\$69,750.00
	Group 1 SubTotal		\$65,675.00000	\$65,675.00	\$159,100.00000	\$159,100.00	\$55,241.00000	\$55,241.00	\$94,950.00000	\$94,950.00	\$69,750.00000	\$69,750.00
Group 2												
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total
Provide Labor, Material, and Equipment for Tree & Stump removal at Arthur B Sims Golf Course per specifications	1.00	LS	\$79,825.00000	\$79,825.00	\$145,209.92000	\$145,209.92	\$89,000.00000	\$89,000.00	\$113,950.00000	\$113,950.00	\$110,00.00000	\$110,000.00
	Group 2 SubTotal		\$79,825.00000	\$79,825.00	\$145,209.92000	\$145,209.92	\$89,000.00000	\$89,000.00	\$113,950.00000	\$113,950.00	\$110,000.00000	\$110,000.00
Group 3												
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total
Provide Labor, Material, and Equipment for Tree & Stump removal at Auburn Hills Golf Course per specifications	1.00	LS	\$13,780.00000	\$13,780.00	\$29,989.00000	\$29,989.00	\$19,950.00000	\$19,950.00	\$9,780.00000	\$9,780.00	\$16,750.00000	\$16,750.00
	Group 3 SubTotal		\$13,780.00000	\$13,780.00	\$29,989.00000	\$29,989.00	\$19,950.00000	\$19,950.00	\$9,780.00000	\$9,780.00	\$16,750.00000	\$16,750.00
Group 4												
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total
Provide Labor, Material, and Equipment for Tree & Stump removal at MacDonald Golf Course per specifications	1.00	LS	\$63,495.00000	\$63,495.00	\$97,060.00000	\$97,060.00	\$52,942.00000	\$52,942.00	\$69,950.00000	\$69,950.00	\$92,800.00000	\$92,800.00
	Group 4 SubTotal		\$63,495.00000	\$63,495.00	\$97,060.00000	\$97,060.00	\$52,942.00000	\$52,942.00	\$69,950.00000	\$69,950.00	\$92,800.00000	\$92,800.00
Grand Total			\$222,775.00000	\$222,775.00	\$431,358.92000	\$431,358.92	\$217,133.00000	\$217,133.00	\$288,630.00000	\$288,630.00	\$289,300.00000	\$289,300.00

Award 12-21-2021 Groups 1 & 4 Park & Recreation Department/Forestry Division

Award 12-21-2021 Groups 2 & 3 Park & Recreation Department/Forestry Division

Lower Bidder for Group 3 is Non-Responsive Bidder

December 20, 2021

Purchases Utilizing Government Entities Contracts

Cooperative Contracts and Agreements Ordinance No. 38-122 Section 2.64.020 (j)

SUBJECT: Motorola Radios and Parts

APX 8000 Series, all band portable models, batteries, parts and accessories

Department: Wichita Fire Department

Vendor	Reference Authority	Cost
Motorola Solutions State of Kansa Contract #34915	Ordinance No. 38-122 Section 2.64.020 (j)	\$2,101,666.93

Purchases Utilizing High Technology Items

Ordinance No. 35-856 Section 2. (g)

SUBJECT: Storserver Replacement City Hall

Item: EBA651 Backup Appliance; STORServer Converged backup appliance configured with 326 TiB disk storage for City Hall; Qty.: 1

Item: EBA651; Storserver Spectrum Protect Plus appliance with 72TiB Storage for the Airport; Qty.: 1

Item: A552D Backup Appliance; STORServer Spectrum Protect Plus backup appliance configured with 218 TiB disk storage; Qty.: 1

High Technology Items. The purchasing manager is authorized to negotiate purchases of high technology items subject to ratification and approval by the governing body. This is also a sole source of supply when material to be purchased is available from a sole distributor.

Department: Information Tech/Information Services

Vendor	Reference Authority	Cost
Dataedge Solutions Corp	Ordinance No. 35-856 Section 2 (g)	\$264,507.00

PETITIONS FOR PUBLIC IMPROVEMENTS

TO: Robert Layton, City Manager
DATE: December 21, 2021

Public Works & Utilities Department/Engineering Division

The signatures on all the petitions represents 100% of the improvement district and the petitions are valid per Kansas Statute 12-6a01.

NEW AND REVISED PETITIONS FOR PUBLIC IMPROVEMENTS – GARY JANZEN, CITY ENGINEER

Sycamore Pond Addition (south of 47th Street south, east of Seneca) (District IV). The property was platted in 2006 and the first phase was the only portion developed. The petitions for the additional phases are no longer valid. The developer has submitted new petitions that will provide water, drainage, sewer and paving improvements required for a new residential development.

NEW PETITIONS

Water Improvements:	<u>Budget</u>
448-2021-018799	\$100,334
Stromwater Drainage Improvements:	<u>Budget</u>
458-2021-058490	\$291,050
Sanitary Sewer Improvements:	<u>Budget</u>
468-2021-018800	\$112,900
Paving Improvements:	<u>Budget</u>
472-2021-085755 Phase 1	\$313,271

Clear Ridge Addition (south of Pawnee, west of 143rd Street East) (District II). On July 6, 2021, the City Council approved petitions for water, drainage, sewer and paving improvements to serve Clear Ridge Addition. The developer has submitted revised petitions with an increased budgets to meet current market conditions.

REVISED PETITIONS

Water Improvements:	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>New Budget</u>
448-2021-018935 Phase 2	\$164,000	\$108,000	\$272,000
Stormwater Drain Improvements:	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>New Budget</u>
458-2020-085479 Phase 2	\$485,000	\$289,000	\$774,000
Sanitary Sewer Improvements:	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>New Budget</u>
468-2021-018936 Phase 2	\$282,000	\$342,000	\$624,000
Paving Improvements:	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>New Budget</u>
472-2021-085730 Phase 2	\$472,000	\$277,000	\$749,000

It is recommended that the City Council approve the new and revised petitions and budgets, adopt the new and amending resolutions, and authorize the necessary signatures.

Gary Janzen, P.E.
City Engineer

PETITION 448-2021-018799
WATER MAIN IMPROVEMENTS
SYCAMORE POND ADDITION
WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

I. The undersigned, being owners liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows:

Install a water main along with appurtenant improvements in the following locations in SYCAMORE POND ADDITION, Wichita, Sedgwick County, Kansas:

- Beginning at the existing water main built in north right of way line at the west line of lot 28, block 1, Sycamore Pond Addition, then running east along the north right of way line of 50th St. S. Temporary termination at the east line of Lot 44, block 1, Sycamore Pond Addition, Wichita, Sedgwick County

Install a water main along with appurtenant improvements in the following locations in SYCAMORE POND ADDITION, Wichita, Sedgwick County, Kansas:

- Beginning at the proposed water main built in the north right of way of 50th St. Cir., then running north along the east right-of-way of 50th St. Cir. Terminating as a blowoff assembly

all in accordance with City of Wichita Standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: One Hundred Thousand Three Hundred Thirty-Four Dollars (\$100,334) exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of a resolution authorizing the Improvements.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

SYCAMORE POND ADDITION

Block 1, Lots 28-44

Block 3, Lots 1-11

(d) The proposed method of assessment is: equally per lot basis, computed without regard to lot size.

In the event all or part of the lots or parcels Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership

or parcel on a square foot basis. In the event that unplatted property within the Improvement District is platted after adoption of a resolution authorizing the Improvements, each platted lot shall be equally assessed for the cost associated with the unplatted property.

(c) The proposed apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0.00% to be paid by the City-at-large.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing, whichever occurs first.

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Printed Name	Ownership	Property Owned Within Proposed Improvement District
Quan Ma	Ma Quan P.	Lots 28, 29 & 32, Block 1, Sycamore Pond Addition
Signature: <i>M. Zubair Khan</i>	Title: Khan Mohammad Z.	Date: Lots 30, 31, 33 and 35, Block 1, Sycamore Pond Addition
Signature: <i>[Signature]</i>	Title: JBL, Inc.	Date: Lots 34, & 36-44, Block 1 & Lots 1-10, Block 3, Sycamore Pond Addition
Signature: <i>[Signature]</i>	Title: Managing Partner	Date: 11/29/2021
Signature: <i>[Signature]</i>	Title: Butler Co. LLC	Date: Lot 11, Block 3, Sycamore Pond Addition
Signature: <i>[Signature]</i>	Title:	Date: 10/27/21

THIS PETITION was filed in my office on 12/06/2021; and was examined, considered and found sufficient by the Governing Body of the City on _____.



[Signature]
Deputy City Clerk

SWD #484

PETITION 458-2021-085490

STORM DRAINAGE – SYCAMORE POND ADDITION
WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Drainage Improvements and Mass Grading

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is Two Hundred Ninety-One Thousand Fifty Dollars (\$291,050) exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of a resolution authorizing the Improvements.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1-6, Block 3 and Lots 33-48, Block 1,
SYCAMORE POND Addition, Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is: equally per lot basis, computed without regard to lot size. In the event all or part of the lots or parcels Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. In the event that unplatted property within the Improvement District is platted after adoption of a resolution authorizing the Improvements, each platted lot shall be equally assessed for the cost associated with the unplatted property.

(e) The proposed apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0.00% to be paid by the City-at-large.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing, whichever occurs first.

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Printed Name	Ownership	Property Owned Within Proposed Improvement District
<i>M. Zubair Khan</i>	Khan Mohammad Z.	Lots 33 & 35, Block 1, Sycamore Pond Addition
Signature: <i>[Signature]</i>	Title:	Date:
	JBL, Inc.	Lots 34, & 36-48, Block 1 & Lots 1-6, Block 3, Sycamore Pond Addition
Signature: <i>[Signature]</i>	Title: <i>Managing Partner</i>	Date: <i>11/29/2021</i>

THIS PETITION was filed in my office on 12/06/2021.



[Signature]
Deputy City Clerk

PETITION 468-2021-018800
SANITARY SEWER IMPROVEMENTS
SYCAMORE POND ADDITION
WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of WICHITA, Kansas

I. The undersigned, being owners liable for assessment set forth below for the proposed improvements of the City of WICHITA, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows:

Proposed improvements: Install a sanitary sewer main, manholes, casement grading and appurtenant improvements in the following locations in Block 1, Sycamore Pond Addition, Wichita, Sedgwick County, Kansas:

- Beginning near the northwest corner of Lot 33, running east, and ending near the northeast corner of Lot 44; and
- Beginning near the north line of Lot 43, running north, and ending near the northwest corner of Lot 48;

all in accordance with City of WICHITA Standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: One Hundred Twelve Thousand Nine Hundred Dollars (\$112,900) exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of a resolution authorizing the Improvements.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Sycamore Pond Addition
Block 1, Lots 38-48

(d) The proposed method of assessment shall be a fractional basis is as follows:

Lots 38 – 48, Block 1, shall pay 1/11 per lot

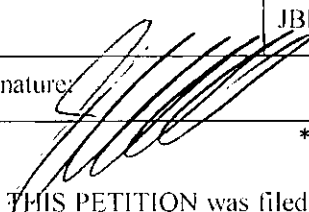
In the event all or part of the lots or parcels Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. In the event that unplatted property within the Improvement District is platted after adoption of a resolution authorizing the Improvements, each platted lot shall be equally assessed for the cost associated with the unplatted property.

(e) The proposed apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0.00% to be paid by the City-at-large.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

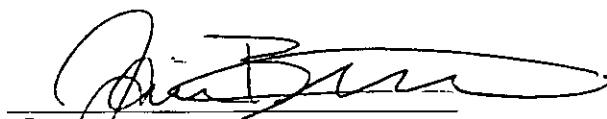
3. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing, whichever occurs first.

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Printed Name	Ownership	Property Owned Within Proposed Improvement District
	JBL, Inc.	Lots 38-48, Block 1, Sycamore Pond Addition
Signature: 	Title: <u>Managing Partner</u>	Date: <u>11/29/2021</u>

THIS PETITION was filed in my office on 12/06/2021; and was examined, considered and found sufficient by the Governing Body of the City on _____.




Deputy City Clerk

PETITION 472-2021-085755
PAVING IMPROVEMENTS
SYCAMORE POND ADDITION-PHASE I
WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of WICHITA, Kansas

1. The undersigned, being owners liable for assessment set forth below for the proposed improvements of the City of WICHITA, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows:

Proposed improvements: Grading, Paving, Curb & Gutter, and appurtenant improvements, and otherwise improve 50th Street S from the south line of 50thrd Street South to termination at Lot 44, Block 1; and 50th Court; all in Sycamore Pond Addition, WICHITA, Sedgwick County, Kansas.

All in accordance with City of WICHITA Standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: Three Hundred Thirteen Thousand Two Hundred Seventy-One Dollars (\$313,271) exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of a resolution authorizing the Improvements.

(c) The extent of the proposed improvement district to be assessed for the costs of the proposed Improvements is:

Sycamore Pond ADDITION

Block 1, Lots 28-44

Block 3, Lots 1-11

(d) The proposed method of assessment is: equally per lot basis, computed without regard to lot size.

In the event all or part of the lots or parcels Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. In the event that unplatted property within the Improvement District is platted after adoption of a resolution authorizing the Improvements, each platted lot shall be equally assessed for the cost associated with the unplatted property.

(e) The proposed apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0.00% to be paid by the City-at-large.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing, whichever occurs first.

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Printed Name	Ownership	Property Owned Within Proposed Improvement District
Quan Ma	Ma Quan P.	Lots 28, 29 & 32, Block 1, Sycamore Pond Addition
Signature: <i>Ma. Zuhair Khan</i>	Title: Khan Mohammad Z.	Date: Lots 30, 31, 33 and 35, Block 1, Sycamore Pond Addition
Signature: <i>[Signature]</i>	Title: JBL, Inc. Managing Partner	Date: Lots 34, & 36-44, Block 1, Lots 1-10, Block 3, Sycamore Pond Addition 11/29/2021
Signature: <i>[Signature]</i>	Title: Butler Co. LLC	Date: 10/27/21 Lot 11, Block 3, Sycamore Pond Addition
Signature:	Title:	Date:

THIS PETITION was filed in my office on 12/06/2021; and was examined, considered and found sufficient by the Governing Body of the City on _____.



[Signature]
Deputy City Clerk

(Published in the *Wichita Eagle*, on December 24, 2021)

RESOLUTION NO. 21-445

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER MAIN IMPROVEMENTS – SYCAMORE POND ADDITION) (448-2021-018799).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows:

Install a water main along with appurtenant improvements in the following locations in SYCAMORE POND ADDITION, Wichita, Sedgwick County, Kansas:

- **Beginning at the existing water main built in north right of way line at the west line of Lot 28, Block 1, Sycamore Pond Addition, then running east along the north right of way line of 50th St. S. Temporary termination at the east line of Lot 44, Block 1, Sycamore Pond Addition, Wichita, Sedgwick County**

Install a water main along with appurtenant improvements in the following locations in SYCAMORE POND ADDITION, Wichita, Sedgwick County, Kansas:

- **Beginning at the proposed water main built in the north right of way of 50th St. Cir., then running north along the east right-of-way of 50th St. Cir. Terminating as a blow off assembly.**

(b) The estimated or probable cost of the proposed Improvements is: **One Hundred Thousand Three Hundred Thirty-Four Dollars (\$100,334)** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date adoption of a resolution authorizing the improvements.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

SYCAMORE POND ADDITION

Block 1, Lots 28-44

Block 3, Lots 1-11

(d) The proposed method of assessment is: **equally per lot basis, computed without regard to lot size.**

In the event all or part of the lots or parcels in the proposed Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. In the event that unplatted property within the Improvement District is platted after adoption of a resolution authorizing the Improvements, each platted lot shall be equally assessed for the cost associated with the unplatted property.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 21, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on December 24, 2021)

RESOLUTION NO. 21-446

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN NO. 484 – SYCAMORE POND ADDITION) (458-2021-085490).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Drainage Improvements and Mass Grading.

(b) The estimated or probable cost of the proposed Improvements is: **Two Hundred Ninety-One Thousand Fifty Dollars (\$291,050)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date adoption of a resolution authorizing the improvements.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1-6, Block 3 and Lots 33-48, Block 1, SYCAMORE POND Addition, Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is **equally per lot basis, computed without regard to lot size. In the event all or part of the lots or parcels Improvement District are replatted before assessments have been levied, the assessment against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. In the event that unplatted property within the Improvement District is platted after adoption of a resolution authorizing the improvements, each platted lot shall be equally assessed for the cost associated with the unplatted property.**

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 21, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on December 24, 2021)

RESOLUTION NO. 21-447

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS – SYCAMORE POND ADDITION) (468-2021-018800).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows:

Proposed Improvements: Install a sanitary sewer main, manholes, easement grading and appurtenant improvements in the following locations in Block 1, Sycamore Pond Addition, Wichita, Sedgwick County, Kansas:

- Beginning near the northwest corner of Lot 33, running east, and ending near the northeast corner of Lot 44; and
- Beginning near the north line of Lot 43, running north, and ending near the northwest corner of Lot 48:

(b) The estimated or probable cost of the proposed Improvements is: **One Hundred Twelve Thousand Nine Hundred Dollars (\$112,900)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date adoption of a resolution authorizing the improvements.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

SYCAMORE POND ADDITION
Block 1, Lots 38-48

(d) The proposed method of assessment shall be a fractional basis is as follows:

Lots 38-48, Block 1, shall pay 1/11 per lot

In the event all or part of the lots or parcels in the proposed Improvement District are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. In the event that unplatted property within the Improvement District is platted after adoption of a resolution authorizing the Improvements, each platted lot shall be equally assessed for the cost associated with the unplatted property.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 21, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on December 24, 2021)

RESOLUTION NO. 21-448

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS PHASE 1 – SYCAMORE POND ADDITION) (472-2021-085755).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by the **owners** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Proposed Improvements: Grading, Paving, Curb & Gutter, and appurtenant improvements, and otherwise improve 50th Street S from the south line of 50th Street South to termination at Lot 44, Block 1; and 50th Court; all in Sycamore Pond Addition, WICHITA, Sedgwick County, Kansas.

(b) The estimated or probable cost of the proposed Improvements is: **Three Hundred Thirteen Thousand Two Hundred Seventy-One Dollars (\$313,271)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date adoption of a resolution authorizing the improvements.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Sycamore Pond ADDITION

Block 1, Lots 28-44

Block 3, Lots 1-11

(d) The proposed method of assessment is **equally per lot basis, computed without regard to lot size.**

In the event all or part of the lots or parcels Improvement District are replatted before assessments have been levied, the assessment against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. In the event that unplatted property within the Improvement District is platted after adoption of a resolution authorizing the improvements, each platted lot shall be equally assessed for the cost associated with the unplatted property.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 1** of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 21, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

PETITION 448-2021-018935
PHASE 2 WATER DISTRIBUTION IMPROVEMENTS
CLEAR RIDGE ADDITION TO WICHITA,
SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.*

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$272,000 (Two Hundred Seventy-Two Thousand Dollars), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Clear Ridge Addition, Wichita, Sedgwick County, Kansas

Lots 44 – 51, Block 3
Lots 8 – 15, Block 5
Lots 1 – 29, Block 6
Lots 6 – 9, Block 7
Lots 20 – 37, Block 7

(d) The proposed method of assessment of all costs shall be on a fractional basis:
That the aforementioned lots in Clear Ridge Addition, Wichita, Sedgwick County, Kansas shall each pay 1/67 of the total cost payable by the improvement district.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: Sixty-Five Thousand Eight Hundred and Sixty One Dollars (\$65,861) to be assessed as follows:

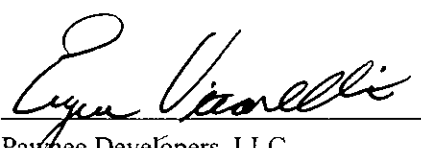
Equally per Lot for the Lots in this petition (67 Lots) resulting in \$983.00 per Lot.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

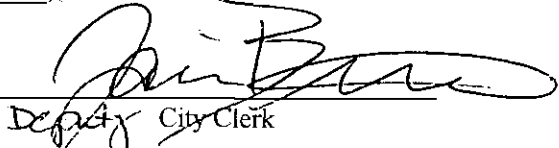
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
 Paynee Developers, LLC Eugene Vitarelli, Managing Member	11/18/2021	Clear Ridge Addition, Wichita, Sedgwick County, Kansas. Lots 44 – 51, Block 3 Lots 8 – 15, Block 5 Lots 1 – 29, Block 6 Lots 6 – 9, Block 7 Lots 20 – 37, Block 7

THIS PETITION was filed in my office on 11/19/2021




Deputy City Clerk

SWD # 425

PETITION 458-2021-085479

**STORM WATER DRAIN IMPROVEMENTS – PHASE 2
CLEAR RIDGE ADDITION
WICHITA, SEDGWICK COUNTY, KANSAS**

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.*

- (a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a Storm Water Drainage system including mass grading and a storm water inlet and pipe system that will service the lots in the improvement district.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

- (b) The estimated or probable cost of the proposed Improvements is: \$774,000 (Seven Hundred Seventy-Four Thousand Dollars) exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

- (c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Clear Ridge Addition, Wichita, Sedgwick County, Kansas

Lots 44 – 51, Block 3
Lots 8 – 22, Block 5
Lots 1 – 29, Block 6
Lots 1 – 37, Block 7

- (d) The proposed method of assessment of all costs shall be on a fractional basis: That each of the aforementioned lots in Clear Ridge Addition, Wichita, Sedgwick County, Kansas shall pay 1/89 of the total cost of the improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

- (e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.


(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

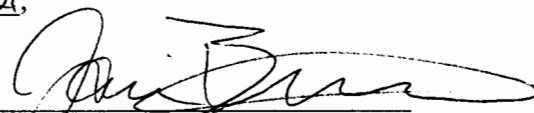
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
 Pawnee Developers, LLC Eugene Vitarelli, Managing Member	12/04/2021	<u>Clear Ridge Addition, Wichita, Sedgwick</u> <u>County, Kansas</u> Lots 44 – 51, Block 3 Lots 8 – 22, Block 5 Lots 1 – 29, Block 6 Lots 1 – 37, Block 7

THIS PETITION was filed in my office on 12/06/2021;




City Clerk

PETITION 468-2021-018936
PHASE 2 SANITARY SEWER IMPROVEMENTS
CLEAR RIDGE ADDITION
WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.*

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$624,000 (Six Hundred and Twenty-Four Thousand Dollars), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Clear Ridge Addition, Wichita, Sedgwick County, Kansas

Lots 44 – 51, Block 3
Lots 8 – 16, Block 5
Lots 1 – 29, Block 6
Lots 1 – 37, Block 7

(d) The proposed method of assessment of all costs shall be on a fractional basis:

That the aforementioned Lots in Clear Ridge Addition, Wichita, Sedgwick County, Kansas shall each pay 1/83 of the total cost payable by the improvement district.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed sewer main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: One Hundred Fourteen Thousand Eight Hundred Seventy-Two Dollars (\$114,872) to be assessed as follows:


Equally per Lot for the Lots in this petition (83 Lots) resulting in \$1384.00 per Lot.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.


5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
 Pawnee Developers, LLC Eugene Vitarelli, Managing Member	11/18/2021	<u>Clear Ridge Addition, Wichita,</u> <u>Sedgwick County, Kansas</u> Lots 44 – 51, Block 3 Lots 8 – 16, Block 5 Lots 1 – 29, Block 6 Lots 1 – 37, Block 7

THIS PETITION was filed in my office on 11/19/2021:



B-2


Deputy City Clerk

PETITION 472-2021-085730
PHASE 2 PAVING IMPROVEMENTS
CLEAR RIDGE ADDITION
WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.*

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement, sidewalk, and associated appurtenances on **CLEAR CREEK/WILLOW OAK** from the south line of Wassall (near Lot 16, Block 5) to the north line of Wassall (near Lot 44, Block 3) Clear Ridge Addition, **WASSALL** from the east line of Clear Creek to the east line of Lot 44, Block 3, and **CLEAR CREEK CIRCLE** from the north line of Clear Creek to and including cul-de-sac (Lots 27 – 37, Block 7). Sidewalk shall be constructed along all non-cul-de-sac roadways.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$749,000.00 (Seven Hundred Forty-Nine Thousand Dollars) exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Clear Ridge Addition, Wichita, Sedgwick County, Kansas

Lots 44 – 51, Block 3
Lots 8 – 15, Block 5
Lots 1 – 29, Block 6
Lots 6 – 9, Block 7
Lots 20 – 37, Block 7

(d) The proposed method of assessment of all costs shall be on a fractional basis:

That the aforesaid lots shall each pay 1/67 of the total cost payable by the improvement district.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

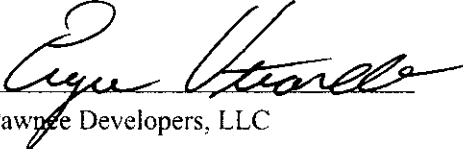
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.


4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
 Pawnee Developers, LLC Eugene Vitarelli, Managing Member	11/18/2021	Clear Ridge Addition, Wichita, Sedgwick County, Kansas. Lots 44 – 51, Block 3 Lots 8 – 15, Block 5 Lots 1 – 29, Block 6 Lots 6 – 9, Block 7 Lots 20 – 37, Block 7

THIS PETITION was filed in my office on 11/19/2021:




Deputy City Clerk

(Published in the *Wichita Eagle*, on December 24, 2021)

RESOLUTION NO. 21-449

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 2 WATER DISTRIBUTION SYSTEM IMPROVEMENTS – CLEAR RIDGE ADDITION) (448-2021-018935).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 21-252** of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the estimated or probable cost of the proposed improvements and the extent of the proposed improvement district authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the “Governing Body”) of the City hereby finds and determines that said Petition was signed by **a majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **\$272,000 (Two Hundred Seventy-Two Thousand Dollars)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Clear Ridge Addition, Wichita, Sedgwick County, Kansas

Lots 44-51, Block 3

Lots 8-15, Block 5

Lots 1-29, Block 6

Lots 6-9, Block 7

Lots 20-37, Block 7

(d) The proposed method of assessment of all costs shall be on a fractional basis:
That the aforementioned lots in Clear Ridge Addition, Wichita, Sedgwick County, Kansas shall each pay 1/67 of the total cost payable by the improvement district.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **Sixty-Five Thousand Eight hundred and Sixty One Dollars (\$65,861) to be assessed as follows:**

Equally per lot for the Lots in this petition (67 Lots) resulting in \$983.00 per Lot.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 21, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in the *Wichita Eagle*, on December 24, 2021)

RESOLUTION NO. 21-450

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN NO. 425 PHASE 2 – CLEAR RIDGE ADDITION) (458-2021-085479).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 21-253** of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the estimated or probable cost of the proposed improvements and the extent of the proposed improvement district authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq* (the “Act”); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **the majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a Storm Water Drainage system including mass grading and a storm water inlet and pipe system that will service the lots in the improvement district.

(b) The estimated or probable cost of the proposed Improvements is: **\$774,000 (Seven Hundred Seventy-Four Thousand Dollars)** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Clear Ridge Addition, Wichita, Sedgwick County, Kansas

Lots 44-51, Block 3

Lots 8-22, Block 5

Lots 1-29, Block 6

Lots 1-37, Block 7

(d) The proposed method of assessment of all costs shall be on a fractional basis:
That each of the aforementioned lots in Clear Ridge Addition, Wichita, Sedgwick County, Kansas shall pay 1/89 of the total cost of the improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 21, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

(Published in the *Wichita Eagle*, on December 24, 2021)

RESOLUTION NO. 21-451

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 2 SANITARY SEWER IMPROVEMENTS –CLEAR RIDGE ADDITION) (468-2021-018936).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 21-254** of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the estimated or probable cost of the proposed improvements and the extent of the proposed improvement district authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”)

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **\$624,000 (Six Hundred and Twenty-Four Thousand Dollars)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Clear Ridge Addition, Wichita, Sedgwick County, Kansas

Lots 44-51, Block 3

Lots 8-16, Block 5

Lots 1-29, Block 6

Lots 1-37, Block 7

(d) The proposed method of assessment is of all costs shall be on a fractional basis:
That the aforementioned Lots in Clear Ridge Addition, Wichita, Sedgwick County, Kansas shall each pay 1/83 of the total cost payable by the improvement district.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **sewer main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **One Hundred Fourteen Thousand Eight Hundred Seventy-Two Dollars (114,872) to be assessed as follows:**

Equally per Lot for the Lots in this petition (83 Lots) resulting in \$1384.00 per lot.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 21, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

(Published in the *Wichita Eagle*, on December 24, 2021)

RESOLUTION NO. 21-452

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 2 PAVING IMPROVEMENTS – CLEAR RIDGE ADDITION) (472-2021-085730).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 21-255** of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the estimated or probable cost of the proposed improvements and the extent of the proposed improvement district authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq* (the “Act”); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by a **majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of pavement, sidewalk, and associated appurtenances on CLEAR CREEK/WILLOW OAK from the south line of Wassall (near Lot 16, Block 5) to the north line of Wassall (near Lot 44, Block 3) Clear Ridge Addition, WASSALL from the east line of Clear Creek to the east line of Lot 44, Block 3, and CLEAR CREEK CIRCLE from the north line of Clear Creek to and including the cul-de-sac (Lot 27-37, Block 7). Sidewalk shall be constructed along all non-cul-de-sac roadways.

(b) The estimated or probable cost of the proposed Improvements is: **\$749,000 (Seven Hundred Forty-Nine Thousand Dollars)** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Clear Ridge Addition, Wichita, Sedgwick County, Kansas

Lots 44-51, Block 3

Lots 8-15, Block 5

Lots 1-29, Block 6

Lots 6-9, Block 7

Lots 20-37, Block 7

(d) The proposed method of assessment of all costs shall be on a fractional basis:

That the aforesaid lots shall each pay 1/67 of the total cost payable by the improvement district.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 21, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

City of Wichita
City Council Meeting
December 21, 2021

TO: Mayor and City Council

SUBJECT: 2022 Park Facility Enhancements (All Districts)

INITIATED BY: Department of Park & Recreation
Department of Public Works & Utilities

AGENDA: Unfinished Business

Recommendation: Adopt the resolution and authorize initiation of the project.

Background: The Park & Recreation Department has a number of existing facilities and park amenities that are aging and in need of renovation and updating. The Park Facility Enhancements project has been initiated each year since 2001 and has resulted in significant improvements in parks, recreation centers and park shelter facilities. A majority of the 2021 Park Facility Enhancements Capital Improvement Program (CIP) funds are being used for the replacement of a park bridge in Swanson Park, which is in poor condition. Improvements such as these protect the City's investment in these facilities, by keeping them safe, functional and aesthetically attractive to users.

Analysis: The 2022 program will continue prioritized project improvements, as funding allows. These include furniture, fixtures and equipment for the new four-season shelter/event center at Watson Park (3055 South Old Lawrence Road), which will enable the new facility to be programmed and rented. The railing system at the A. Price Woodard Park (401 West Douglas) fountain area is in poor condition and in need of repair and/or replacement. Flooring, equipment and security improvements are needed at the aging Woodard Recreation Center (2750 East 18th Street North). Additional artificial turf at Naftzger Park (102 South St. Francis) is necessary to replace grass areas. The popularity of this new park has exceeded expectations and the amount of foot traffic and continuous programming makes maintaining the grass lawn difficult. CID funds could be used to supplement the turf cost. A paved parking lot at West Millbrook Park (404 South 119th Street West) will be constructed to accommodate increased patronage of the disc golf course. Projects not fully funded in 2022 will be the first priority for 2023 programming. If funds remain in the 2022 budget, they will be used for replacement items such as picnic tables, trash carts and bleachers city-wide. Funds may also be used to supplement grants and awards, or to address emergency repairs.

Additional work is required at Clapp Park to address bridges in disrepair, which would entail removing or securing bridges. This work is expected to cost up to \$57,000 and will be funded utilizing available funding remaining in the LW Clapp Master Plan project.

Financial Considerations: The Adopted 2022-2031 CIP includes \$525,000 in 2022 for facility improvements, which staff recommends initiating at this time. The funding source for this project is General Obligation bonds. The bridge work at the LW Clapp site will be funded from previously approved project for LW Clapp Master Plan.

Legal Considerations: The Law Department has reviewed and approved the resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the resolution, authorize initiation of the project and authorize the necessary signatures.

Attachment: Resolution.

RESOLUTION NO. 21-443

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Labor, material, equipment and expenditures necessary for the furniture, fixtures and equipment for the event center at Watson Park, a paved parking lot at West Millbrook Park, installation of artificial turf at Naftzger Park, and improvements to Woodard Recreation Center and A Price Woodard Park. Funds may also be used to supplement grants and awards, or to make emergency repairs. As funding allows, additional improvements may be prioritized and addressed. Remaining funds may purchase picnic tables, bleachers, trash carts and other park amenities (collectively, the “Project”) for the use of the Board and/or City, and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$525,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on December 21, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
December 21, 2021

TO: Mayor and City Council

SUBJECT: Approval of Memorandum of Understanding (MOU) with Wichita Riverfront LP and EPC Real Estate, LLC (District IV)

INITIATED BY: Office of Economic Development

AGENDA: New Business

Recommendation: Approve the Memorandum of Understanding (MOU) for development of two acres adjacent to Riverfront Stadium.

Background: On March 20, 2019, the City Council approved a development agreement (DA) with Wichita Riverfront LP for the development of six parcels comprising approximately four acres. The DA stipulated that the developer would construct at least 65,000 sq.ft. of ground floor retail over three phases. The private development resides within CID, TIF, and STAR bond districts with the intent to generate tax revenue to support the payment of debt service for the Riverfront Stadium. Since the signing of the DA, Riverfront Stadium has been completed and the Wichita Wind Surge has completed a reduced schedule first season. Wichita Riverfront LP also exercised its purchase option for two acres earlier this year. Wichita Riverfront LP is now partnering with EPC Real Estate and is requesting support for the initial phase of development. This initial phase will be significantly larger than the DA Phase I development requirements.

Analysis: The proposed project will develop three parcels consisting of approximately two acres of vacant land north of Maple, south of Texas Street on either side of McLean Street. The project will include a mix of multi-story hospitality, retail, and Class A office space, with architecture and materials that fit the neighborhood and comply with the Stadium PUD. The City and Developer have negotiated a MOU that establishes the rights and responsibilities of both parties in relationship to the project. The City will agree to provide certain benefits to the Developer, further described below, provided that the Developer satisfies specific performance obligations.

The Developer agrees to develop approximately two acres to meet specific performance measures in construction and operation of the project in order to receive and retain the City benefits. The measures have been incorporated into the MOU and are summarized below:

- Construct a full service, upscale hotel of not less than six floors and consisting of at least 150 rooms
- Construct a minimum 55,000 sq.ft. office building with at least 5,000 sq.t. of ground floor retail
- Construct a parking structure consisting of at least 200 spaces
- Construct certain public riverbank improvements located approximately between Texas and Maple Street alignments
 - The Development will seek up to \$4 million in State SPARK (ARPA) funding for public riverfront improvements
- Meet certain Project Milestones, including the following:
 - Commencement of Construction by July 7, 2022
 - Completion of Construction by July 7, 2024

In recognition of the development proposed by Wichita Riverfront LP and EPC, the City agrees to offer the benefits summarized below.

- Tax Increment Financing;
 - \$5,000,000 in TIF bonded financing for the construction of a parking garage and other TIF eligible site infrastructure
 - Development will provide a TIF shortfall guarantee
 - The TIF bonds will secure a garage parking easement for free public parking for weekday evenings and all day on the weekends
- Identify up to \$3,000,000 in City unallocated funds for riverfront public improvements
 - The City's \$3 million for riverfront improvements will only be utilized in the event State funding is not secured
- The City will design the riverfront improvements, in coordination with the Developer

The City agrees that as long as the Developer remains compliant with the MOU and subsequent DA amendment, it will provide the above described benefits. In the event the Developer fails to meet the minimum requirements or maintain the property per the agreement, the Developer will lose the incentives.

The development project is expected to generate significant net new tax revenue over the original projected revenue for the two lots to support the TIF, CID, and STAR Bond districts. A breakdown of the projected \$19.5 million in net new revenue over the original phase I and II projections is shown below.

	Phase I Revenue Generated	Developer Benefit	City Benefit	Original Phase 1 and Phase 2 Projections	Net New City Benefit
TIF Cash Flow	\$ 11,228,019	\$ 5,000,000	\$ 6,228,019	\$ 2,432,467	\$ 3,795,552
CID Cash Flow	\$ 4,930,205	\$ -	\$ 4,930,205	\$ 4,301,431	\$ 628,774
STAR Cash Flow	\$ 12,821,234	\$ -	\$ 12,821,234	\$ 11,985,621	\$ 835,613
Construction Sales Tax (Exemption)	\$ 2,663,422	\$ -	\$ 2,663,422	\$ 393,750	\$ 2,269,672
TBID and LST	\$ 12,505,287		\$ 12,505,287	\$ -	\$ 12,505,287
Land Value	\$ (500,000)	\$ 500,000	\$ (500,000)	\$ (500,000)	\$ (500,000)
Total Benefit	\$ 43,648,167	\$ 5,500,000	\$ 38,648,167	\$ 18,613,269	\$ 19,534,898

The Development will also serve as a catalyst for additional development within the Riverfront Stadium area. This project, when completed, will contain the equivalent of 50,000 sq.ft. of retail space and will meet the required square footage of retail as required for Phase I and II under the City/Wichita Riverfront LP Development Agreement. The Development will also accelerate the development completion timelines for Phase I and II from July 2026 to July 2024.

The Development will be evaluated by the Downtown Development Incentives Evaluation Committee, comprised of City staff, local area citizens and business representatives, as required by the Downtown Development Incentive Policy.

Financial Considerations: The City will provide up to \$5 million in TIF guaranteed bonds for a garage and site improvements and up to \$3 million in City funds for the development of public riverfront improvements. The Development will provide a TIF shortfall guarantee and the City's \$3 million for riverfront improvements will only be utilized in the event State funding is not secured.

Legal Considerations: The City's Law Department and outside bond counsel reviewed and approved the MOU as to form.

Recommendations/Actions: It is recommended that the City Council approve the MOU for the development of two acres adjacent to the Riverfront Stadium and authorize the necessary signatures.

Attachment: MOU

MEMORANDUM OF UNDERSTANDING PRIVATE DEVELOPMENT

This Memorandum of Understanding (this “MOU”) is hereby entered into as of December 21, 2021 (the “Effective Date”), between the City of Wichita, Kansas (the “City”), a municipal corporation of the State of Kansas, Wichita Riverfront LP, a Delaware limited partnership (“WRLP”) and EPC Real Estate Group LLC, a Kansas limited liability company (“EPC”) (WRLP and EPC herein referred to collectively as the “Private Developers”) (each of the City, WRLP, and EPC a “Party,” and collectively, the “Parties”), regarding the private development of specified areas adjacent to the new Riverfront Stadium (the “Private Development”).

WHEREAS, WRLP entered into that certain Development Agreement with the City dated March 20, 2019 (the “Development Agreement”); and

WHEREAS, WRLP has exercised the option available to it pursuant to the Development Agreement to purchase approximately 4 acres of developable land from the City in the vicinity of Riverfront Stadium (the “Private Development Site” as further described in the Development Agreement); and

WHEREAS, the Private Development Site is in the process of being defined in an ALTA survey being prepared by the City for WRLP to determine its exact boundaries; provided, that, the general boundaries of the Private Development Site are shown in the attached Exhibit A; and

WHEREAS, the City and WRLP desire to enter into an amendment to the Development Agreement which will expand Phase One of the Development Agreement (as well as address the remaining Phases of the Development Agreement) in exchange for certain actions by the City as set forth herein; and

WHEREAS, the City and the Private Developers desire to enter into a separate agreement for the development of a portion of the Private Development Site, i.e., Phase One (the “Phase One Development Agreement”) as shown in the attached Exhibit B; and

WHEREAS, WRLP and EPC will enter into a separate development agreement which will govern the terms of the development of Phase One between them. The separate development agreement will include all the relevant terms and conditions of the Development Agreement and the Development Agreement Amendment that are set forth therein; and

WHEREAS, in consideration of such factors, the Parties hereby enter into this MOU to outline the anticipated duties and responsibilities of each Party with respect to the Phase One Development Agreement; and

WHEREAS, the Parties understand and agree that the terms of this non-binding MOU are subject to the negotiation, approval and execution of the binding Phase One Development Agreement as described herein; and

WHEREAS, each of the Parties as applicable will in Good Faith negotiate the terms and conditions of the Development Agreement Amendment and the Phase One Development Agreement. “Good Faith,” as used herein, means that a Party will act honestly in fact with respect to the matter at issue, but also that a Party may act solely in its own interests without regard to the interests of the other Party and that a Party has no obligation to agree to any term or condition preferred by the other Party.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, the Parties agree to outline their general understanding of the foregoing which will be the basis of negotiating the provisions of the Development Agreement Amendment and the Phase One Development Agreement as follows:

- I. Development of the Portion of the Private Development Site Depicted in Exhibit B. In order to implement the Private Development of that portion of the Private Development Site depicted in Exhibit B, the following actions are contemplated:
 - A. Project Description. The Private Developers will develop the parcels of the Private Development Site depicted on Exhibit B hereto for hospitality, retail, office and commercial uses.
 1. Type of Construction. The construction shall include ground floor retail, office, restaurants and/or hospitality space. The anticipated eight, but not less than six floor, full-service hotel must contain 150 guest rooms. The hotel shall also contain a minimum of 105,000 square feet of constructed space, including a ground floor restaurant and/or roof top bar/eatery and fall within the Upscale Hotel sector as defined by Smyth Travel Research. Sample hotels within this sector include Aloft, Courtyard, DoubleTree, Four Points, Great Wolf Lodge, Hilton Garden Inn, Hyatt House, Hyatt Place, Radisson, and Springhill Suites. The class A office building shall consist of at least 55,000 square feet, plus a minimum of 5,000 square feet of ground floor retail space, and a parking structure containing a minimum 200 stalls. Not including the 200 stall parking structure, all other programmatic requirements outlined within Section I(A)-1 may be adjusted by up to five percent (5%).
 2. Site Improvements. In order to maintain consistency in the City’s vision for the entire riverfront and facilitate desired private development adjacent to the Ballpark, the Parties will agree on the location of a public pedestrian bridge, boardwalk and related hardscape and softscape improvements on the Private Development Site. The plans for the foregoing described improvements will be subject to City approval through its standard land use process. The City will provide collateral support for the project during the pendency of the pending Developer application for \$4,000,000 in state ARPA funds.

- B. Zoning of the Private Development Site. The City rezoned the area which includes the Private Development Site by use of Planned Unit Development (PUD) District #61 that replaced LC and GC zoning and Delano overlay district for the area. The PUD #61 as amended established tailored uses and design controls, parking requirements, landscaping requirements, height restrictions and setbacks that are specific to the proposed development while also providing flexibility to adapt to changes in future market demand. The PUD #61 as amended provides for compatible uses, design standards and themes with the Ballpark Village Master Plan (as defined in the Delano Art District Plan) and the intended Private Development complies with the requirements of PUD #61 as amended. The Private Developers acknowledge that they have conducted a complete review of the Delano Art District Plan, which requires that the Private Development shall be of an urban scale encouraging multi-story development with four-sided architecture.
- C. Utilities to the Private Development Site. Construction of water and sewer utility improvements for the development will be completed and financed by the City to the extent that these extensions are constructed under City access roads and streets, consistent with normal City public works contracting and financing practices, and subject to the requirements of the Kansas Cash Basis Law and Kansas Budget Law. The costs of connections of these utilities to privately developed properties will be the responsibility of the Private Developers.
- D. Construction Benchmarks.
1. Phase One Development Benchmarks. The Private Developers will commence construction by July 7, 2022 and shall complete Phase One construction (as evidenced by temporary certificates of occupancy) on or before July 7, 2024, subject to Excusable Delays or any extended dates as expressly consented to in writing by the City, and thereby will bring more tax revenue producing property in the TIF district more quickly than originally anticipated.
 2. The Parties acknowledge that the Development Benchmarks set forth herein are more accelerated than those defined in the Development Agreement. When completed on schedule, the Phase One construction described herein will satisfy the Phase One and Phase Two Development Benchmarks as currently provided for in the Development Agreement, but solely with respect to that portion of the Private Development Site depicted in Exhibit B. The Development Benchmarks for the remainder of the Private Development Site will remain as stated in the Development Agreement.
- E. Failure to Meet the Development Benchmarks. Should the Private Developers fail to meet the benchmarks set forth above, the City may exercise its rights and remedies as set out in Section 3.05 of the Development Agreement, as the same may be amended in the Development Agreement Amendment.

II. Parking Structure Development and Financing.

- A. Tax Increment Financing. The Private Development Site is located within the West Bank Redevelopment District (the “TIF District”). The City will consider the necessary ordinances and resolutions regarding an amendment to the TIF District redevelopment project plan to incorporate the Private Development (the “Project Plan Amendment”). If the Project Plan Amendment is approved, the City will pursue the issuance of General Obligation TIF Bonds (the “Bonds”) in accordance with K.S.A. 12-1770, et seq. (the “TIF Act”) for \$5,000,000 in allowable costs of a multi-story parking garage consisting of at least 200 parking stalls (the “Garage”) and site preparation, sanitary sewer infrastructure and water infrastructure for the Garage and the portion of the Private Development Site depicted on Exhibit B (collectively the “Private Developer TIF Costs”). Issuance of the Bonds will be contingent on execution of guaranties satisfactory to the City by the Private Developers and their individual principals, agreeing to pay the sums necessary to support timely debt service on the Bonds if available tax increment is insufficient for that purpose (the “TIF Shortfall Guaranties”).
- B. Garage Easement. The City shall provide an easement to allow construction of a portion of the Garage on and over a portion of City-owned Riverfront Stadium property (the “Easement Area”). The easement shall cost \$1 annually, and shall exist until December 31, 2074, so long as the Garage is properly maintained, whereupon WRLP, if it desires to continue the easement in existence, shall pay the City the appraised value for a permanent easement.
- C. Use of Garage/Parking Easement. The Private Developers will have secured, exclusive use of the Garage from 5 a.m. - 6 p.m., Monday through Friday. The City will acquire a parking easement at no cost for 200 stalls which will provide free, public parking (including public parking for 25 hotel guests) during the hours of 6 p.m. – 2:00 a.m., Monday through Friday, and 5 a.m. Saturday through 2:00 a.m. Sunday and from 5:00 a.m. Sunday through 2:00 a.m. Monday. The easement shall exist until December 31, 2074, provided the Garage is properly maintained. The Private Developers agree to assume all operational and maintenance responsibility for the Garage. The Parties will negotiate the details as to how any existing Maple lot surface parking spaces displaced by the new garage shall be recouped in the new garage parking.

III. Other Provisions.

- A. Non-Binding. It is understood by all Parties that this MOU is non-binding, and furthermore, it is not inclusive of all specific terms and conditions (and such specific terms and conditions may change as part of the Parties’ Good Faith negotiations) but is intended to express the intent of all Parties in pursuing an executable Phase One Development Agreement under these basic parameters. In

the event the Parties enter into the Phase One Development Agreement such Agreement shall supersede this MOU and this MOU shall be null and void. In the event that such Phase One Development Agreement is not executed, despite the Good Faith of the Parties, by the Parties within one (1) year of execution of this MOU, this MOU will be null and void and no Party shall be entitled to any damages or equitable relief from any other Party as a result of the failure to formalize and execute such Phase One Development Agreement (but the Development Agreement shall remain in full force and effect).

- B. Excusable Delays. All obligations of the Parties herein are subject to Excusable Delays as defined in the Development Agreement and used herein.
- C. Timelines. All timelines shall be subject to the granting of final permits, not to be unreasonably withheld.
- D. Assignment. Subsequent to the execution of the Phase One Development Agreement contemplated herein, the Private Developers shall have the right to assign the Phase One Development Agreement, in whole or in part, subject to the approval of the City, which approval shall not be unreasonably withheld, provided that any Assignee shall agree to be bound by the terms of the Phase One Development Agreement and the Development Agreement Amendment (to the extent applicable to the portion of the Private Development Site transferred). Notwithstanding the foregoing, any assignment to an affiliate entity of either or both of the Private Developers shall not require approval by the City.
- E. McLean Blvd. The City has redesigned and reconstructed McLean Blvd. into a pedestrian friendly two-way lane street including markings specific to bicycle and pedestrian use. The primary purpose of the lane is to encourage pedestrian and bike access. McLean Blvd. may be closed to other vehicular access during pre and post games or community events.
- F. Augmentation of the Private Development Site. The excess land made available by vacation of existing right-of-way for McLean Blvd., to the extent such land abuts parcels in the Private Development Site and on the same side of the former center line of McLean Blvd., became part of the Private Development Site and was included in PUD #61 and the property for which WRLP exercised its option to purchase.
- G. Pedestrian Bridge. The Pedestrian Bridge to be constructed across the Arkansas River will terminate at a public plaza on the Private Development Site at a location determined by the Parties.

- H. Sky Bridge(s). The City acknowledges the Private Developers' intent to explore an enclosed sky bridge across McLean Blvd. (running east and west), and the existing right field entrance to the Ballpark (from McLean Blvd., running north and south). The City is amenable to providing a suitable ROW easement or street privilege as may be necessary to accommodate the sky bridges.
- I. ARPA Funds. The Parties acknowledge and agree that all terms and conditions outlined herein are subject to the Private Developers receiving a minimum of \$4,000,000 in ARPA Funds from the State of Kansas. In the event that the ARPA Funds are not approved and received prior to construction commencement of Phase One, the City agrees to commit \$3,000,000 in City collateral funding, subject to all limitations and restrictions of the Kansas Cash Basis Law and Kansas Budget Law, which shall be specifically used for public horizontal improvements surrounding the Hotel (from the river to the back of the curb on McLean Blvd).
- J. Defined Terms. All capitalized terms not specifically defined herein shall have the meaning proscribed to them in the Development Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Memorandum of Understanding in counterparts pursuant to all requisite authorizations as of the _____ of _____, 2021.

CITY OF WICHITA, KANSAS

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña
City Attorney and Director of Law

WRLP:

WICHITA RIVERFRONT LP

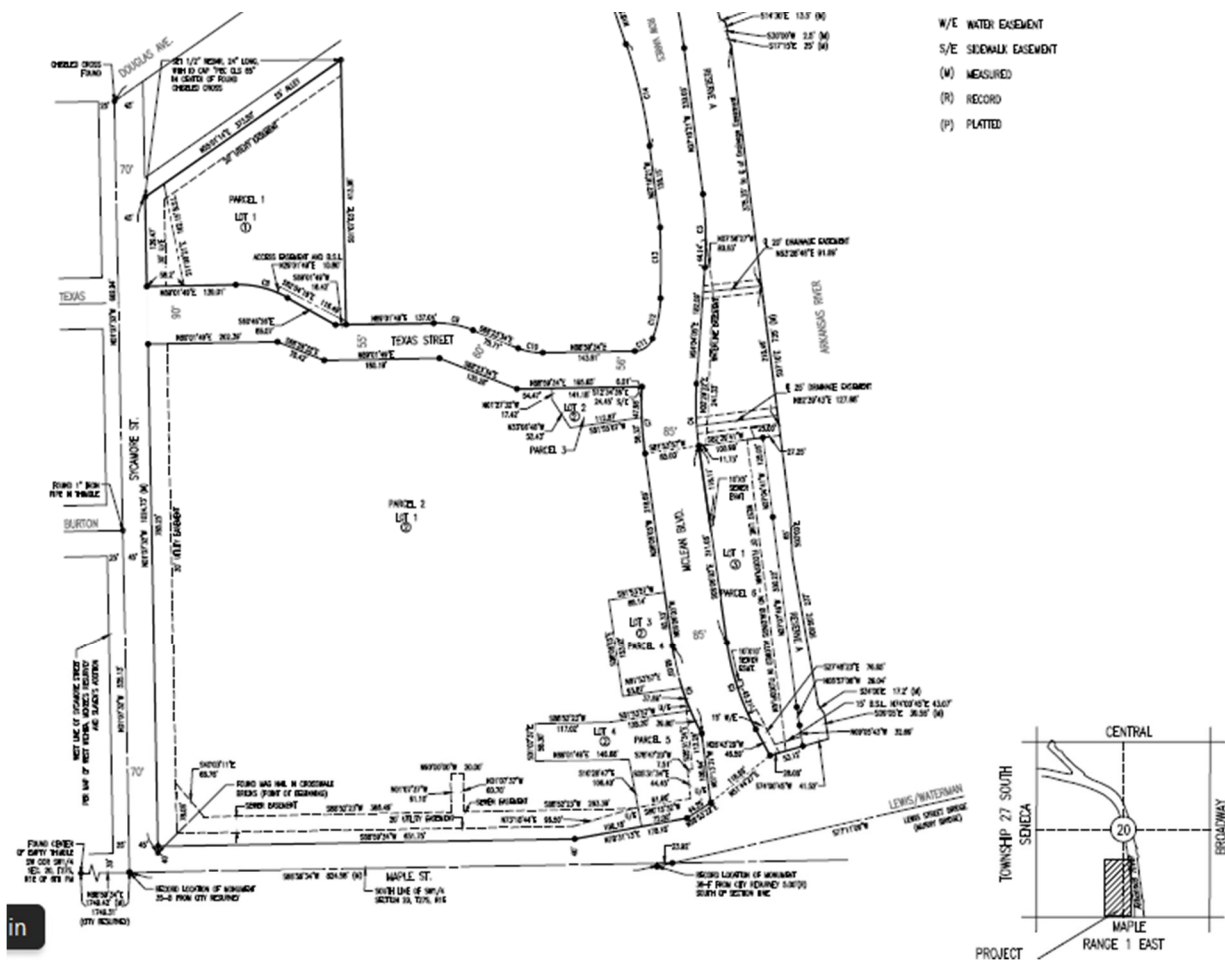
[Name and Title of Officer]

EPC:

EPC REAL ESTATE GROUP, LLC

Austin Bradley
Executive Vice President

Exhibit A-Private Development Sites Parcels 1-6



52.43'

PARCEL 3

58.3'

S81°53'57"W 85.00'

N08°06'03"W 218.69'

MCLEAN BLVD.

S82°39'41"W 100.99'

11.73'

10'X5' SEWER ESMT.

116.11'

125.05'

27.25'

300.00'S

65'

LOT 1

PARCEL 6

WEST LINE OF FLOODPLAIN - NO BUILDINGS ALLOWED IN FLOODPLAIN

300.22'

N07°04'41"W 125.05'

RESERVE A

300.00'S

237'

S08°52'23"W 76.65'

N08°57'08"W 29.04'

S34°00'E 17.00'

15' B.S.L. N74°09'05"E 32.00'

N09°05'43"W 32.00'

53.12'

28.08'

S74°00'45"W 41.52'

N07°13'31"W 46.59'

N28°43'29"W 46.59'

118.69'

N01°44'27"E

44.25'

N06°53'22"E

23.92'

72.00'

S80°15'32"W

91.66'

S05°31'34"E 44.45'

S05°31'34"E 7.51'

S78°47'20"W 7.51'

PARCEL 5

LOT 4

S88°52'23"W 117.02'

N89°01'49"E 146.68'

S10°28'47"E 106.40'

S88°52'23"W 263.39'

518°44'E 96.50'

40'

U/E

106.18'

N79°31'13"E 178.18'

U/E

108.64'

S05°31'34"E 112.26'

15' W/E

45.21'

10'X10' SEWER ESMT.

300.00'S

N08°06'03"W 85.33'

S81°53'57"W 88.14'

LOT 3

PARCEL 4

N81°53'57"E 93.87'

37.89'

153.02'

S08°06'03"E

58.30'

S01°07'37"E

RECORD LOCATION OF MONUMENT
38-F FROM CITY RESURVEY 5.00'(R)
SOUTH OF SECTION LINE

City of Wichita
City Council Meeting
December 21, 2021

TO: Mayor and City Council

SUBJECT: Resolution Setting a Public Hearing to Consider Adoption of the Phase 1 Project Plan for the ict21 Redevelopment District (Tax Increment Financing) (District VI)

INITIATED BY: Office of Economic Development

AGENDA: New Business

Recommendation: Adopt the resolution setting a public hearing for February 1, 2022 for consideration of a Tax Increment Financing (TIF) project plan for the Phase 1 Project Plan (Plan).

Background: On November 2, 2021, the City Council adopted an ordinance establishing the boundaries of the ict21 Redevelopment District and approving a TIF District Plan. In order to use TIF, the City Council must adopt a TIF project plan for each project area that provides detailed information on the proposed project and how TIF will be used and demonstrates how the projected increase in property tax revenue will pay for TIF eligible costs.

On December 16, 2021, the MAPC found that the Project Plan was consistent with the City's Comprehensive Plan for development of the City. The resolution presented to the City Council for consideration would initiate the process to call a public hearing on February 1, 2022 for consideration of the Project Plan.

Analysis: The Developer has assembled approximately 115 acres within the proposed district. The site includes the former El Paso refinery which creates additional challenges in trying to develop the land. The dirt has contamination which requires the Developer to follow additional requirements during construction as well as limits the types of development that can occur. In addition, there are wells and monitors on the site that must be relocated and maintained. Infrastructure improvements are needed, not only within the site, but 21st Street may need to be improved, including potential signalization in the area.

The Plan contemplates development of project areas 1, 2 and 3 concurrently. The TIF funded projects would include \$5,993,900 in infrastructure improvements based on an estimated cost of \$5,449,000 and a 10% contingency (\$544,900) as well as \$1,800,000 in sitework. It is anticipated that the City will issue up to \$5,993,900 in TIF bonds for project infrastructure, guaranteed by the Developer. The site work will be funded on a pay-as-you-go basis, if revenues exceed the amount needed or bond payments.

The Developer proposes to redevelop the area by constructing approximately 1,025,500 square feet of new warehousing, manufacturing, and transit facilities over the next 10 years. The project will include commercial and industrial uses, including advanced manufacturing and warehousing. The development has the potential to conservatively create nearly 400 direct jobs with a direct annual compensation of \$26,290,378, with a potential induced job creation of 810 jobs.

The project is anticipated to include construction of new improvements for the development, including roads, relocation of wells, and other infrastructure improvements. Improvements along 21st Street,

between Interstate-135 and Broadway may include widening of 21st and the inclusion of signalization as funds become available.

The Developer plans to participate in the City's Speculative Warehouse program for some of the development. These buildings will be within the TIF district but not within a project area, due to the property tax abatement. The warehouses will contribute property tax to the district once the abatement period ends.

In accordance with state law, a TIF Project Plan has been prepared in consultation with the Wichita-Sedgwick County Metropolitan Area Planning Commission, which has made a finding that the project is consistent with the Comprehensive Plan for development of the area. In order to adopt a TIF Project Plan, the City Council must first set a public hearing no less than 30 and no more than 70 days from adoption of the resolution setting the hearing. The date of February 1, 2022, at the regular City Council meeting is proposed for the public hearing on the Phase 1 Project Plan.

If adopted by the City Council, the attached resolution setting the February 1, 2022 public hearing will be sent to the owners and occupants of all property located within the proposed Phase 1 Project Plan by certified mail. The resolution includes a map that shows the boundaries of the redevelopment district and project area. The resolution will also be published in the Wichita Eagle and copies will be provided to the Board of County Commissioners and Board of Education and their appropriate staff.

After closing the public hearing on February 2, the City Council may adopt the TIF Project Plan by ordinance, by two-thirds majority vote. Once adopted, the City will be authorized to use TIF to finance eligible project costs.

Financial Considerations: The cost of mailing the Resolution to all owners and occupants of property located within the proposed district will be charged to the Economic Development Fund and will be ultimately financed with TIF revenues.

Legal Considerations: The adoption of a TIF project plan requires a public hearing to be held by the City Council, following the giving of proper notice, prior to adopting an ordinance that approves the project plan. The action needed to set the public hearing is adoption of the attached resolution. The resolution has been prepared by Bond Counsel and reviewed by the Department of Law and approved as to form.

Recommendations/Actions: It is recommended that the City Council adopt the resolution setting a public hearing on February 1, 2022, for consideration of the Phase 1 Project Plan and authorize the necessary signatures.

Attachments: Resolution
Phase 1 Project Plan

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON DECEMBER 21, 2021**

The City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”) met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The following Resolution was presented to the Governing Body:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ADOPTION OF A REDEVELOPMENT PROJECT PLAN WITHIN THE BOUNDARIES OF THE ICT21 REDEVELOPMENT DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER; AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING.

[] moved the adoption of the Resolution. [] seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye:

.

Nay:

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. 21-444. The City Clerk was directed to cause the Resolution to be: (a) published one time in the official City newspaper; and (b) furnished to the Board of County Commissioners of Sedgwick County, the Board of Education of Unified School District No. 259 and each owner of property and each occupant and/or tenant with the proposed redevelopment project area.

* * * * *

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the City Council of the City of Wichita, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Karen Sublett, City Clerk

(Published in *The Wichita Eagle* on January 21, 2022)

RESOLUTION NO. 21-444

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ADOPTION OF A REDEVELOPMENT PROJECT PLAN WITHIN THE BOUNDARIES OF THE ICT21 REDEVELOPMENT DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER; AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING.

WHEREAS, the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”) desires to promote, stimulate and develop the general and economic welfare of the City and the state of Kansas (the “State”) and to assist in the development and redevelopment of eligible areas within the City, thereby promoting the general welfare of the citizens of the State and the City, by acquiring property and providing for the development and redevelopment thereof and the financing relating thereto; and

WHEREAS, pursuant to the provisions of K.S.A. 12-1770, *et seq.*, as amended (the “Act”), the City is authorized to establish redevelopment districts within eligible areas of the City, as said terms are defined in the Act, to approve redevelopment district plans for the completion of redevelopment projects within such redevelopment project areas, and to finance all or a portion of redevelopment project costs from tax increment revenues and various fees collected within such redevelopment district, revenues derived from redevelopment projects, revenues derived from local sales taxes, other revenues described in the Act, or a combination thereof or from the proceeds of full faith and credit tax increment bonds of the City or special obligation tax increment bonds of the City payable from such described revenues; and

WHEREAS, by Ordinance No. 51-662, passed November 9, 2021, and published November 12, 2021 (the “District Ordinance”), the City established a redevelopment district pursuant to the Act designated as the “ICT21 Redevelopment District (the “District”), and

WHEREAS, the City has prepared a redevelopment project plan for the District, dated December 2021 (the “Project Plan”) and is considering adoption of the Project Plan; and

WHEREAS, on December 16, 2021, the Wichita-Sedgwick County Metropolitan Area Planning Commission reviewed the proposed Project Plan and adopted a resolution finding that the Project Plan is consistent with the comprehensive plan for the development of the City; and

WHEREAS, a copy of the Project Plan has been delivered by the City to the Board of County Commissioners of Sedgwick County, Kansas and to the Board of Education of U.S.D. No. 259, Sedgwick County, Kansas (Wichita); and

WHEREAS, the Act provides that prior to adoption, the City shall, by resolution, call a public hearing to consider adoption of the Project Plan and shall give notice of said public hearing in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Proposed Project Plan. The City is considering the approval of the Project Plan for the redevelopment of all project areas in the District as set forth in the District Ordinance (collectively, the “Project Area”), which contains the information required by the Act. Notice is hereby given pursuant to the Act that the Project Plan provides that the City may issue full faith and credit tax increment bonds to finance, in whole or in part, the costs to finance projects described in the proposed Project Plan.

Section 2. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body to consider the establishment of the District on February 1, 2022, in the City Council Chambers, City Hall, 455 North Main Street, Wichita, Kansas, the public hearing to commence at 9:00 a.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on the proposed Project Plan, and may, after the conclusion of such public hearing, consider the passage of an ordinance adopting the Project Plan pursuant to the Act.

Section 3. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions:

(a) A copy of this resolution shall be mailed by United States certified mail, return receipt requested, within 10 days of this date to:

- (i) the Board of County Commissioners of Sedgwick County, Kansas;
- (ii) the Board of Education of U.S.D. No. 259;
- (iii) each owner and occupant of land within the proposed Project Area.

(b) This resolution, specifically including **Exhibit A** attached hereto, shall be published once in the official newspaper of the City not less than one week nor more than two weeks preceding the date of the public hearing.

Section 4. Plan Delivery; Public Records. The City Clerk is directed to deliver a copy of the Project Plan to the Board of County Commissioners of Sedgwick County, Kansas and to the Board of Education of Unified School District No. 259. A copy of the Project Plan, which will include a summary of the feasibility study required by the Act, the boundaries of the District, any necessary relocation assistance plan and a map of the Project Area to be redeveloped, are public records and are available for public inspection during regular office hours in the office of the City Clerk, City Hall, 13th Floor, 455 North Main Street, Wichita, Kansas, from the date hereof until the date of the public hearing.

Section 5. Further Action. The Mayor, City Manager, City Clerk, City Attorney and other officials, agents and employees of the City, including Gilmore & Bell, P.C., Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this resolution.

Section 6. Effective Date. This resolution shall be effective upon its adoption by the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on December 21, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

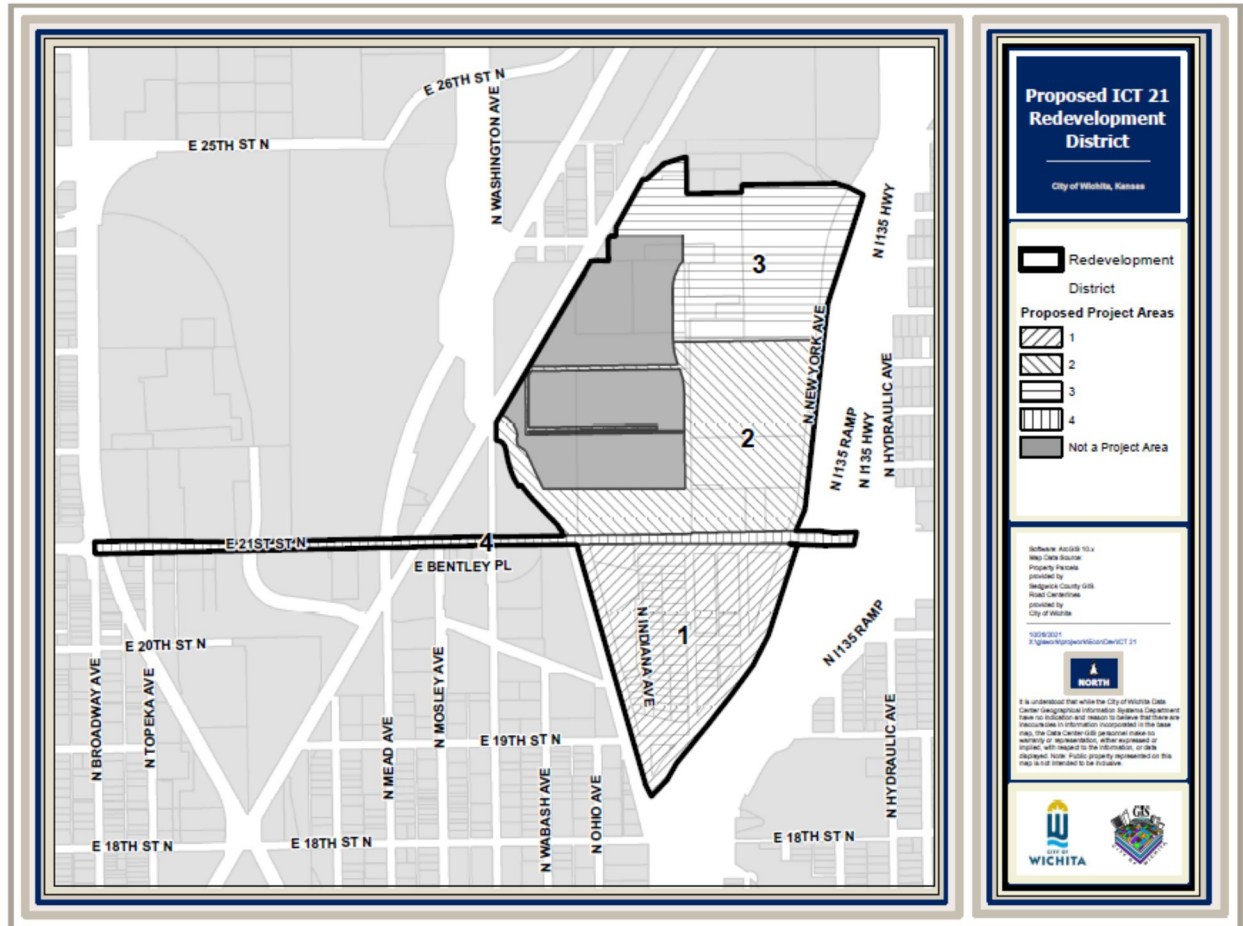
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

EXHIBIT A

MAP OF ICT21 REDEVELOPMENT DISTRICT



City of Wichita
ict21 Redevelopment District
Project Plan – Phase 1
Project Areas 1, 2 and 3

December 16, 2021

Prepared by City of Wichita
Office of Economic Development

I N D E X

1. Comprehensive Financial Feasibility Study
2. Redevelopment District Plan
3. Map and Legal Description of Property to be Redeveloped
4. Relocation Assistance Plan
5. Description of Proposed Redevelopment Project
6. Development Agreement
7. City Council Ordinances and Resolutions
8. Metropolitan Area Planning Commission Resolution

Comprehensive Financial Feasibility Study

Comprehensive Financing Feasibility Study for the

Phase 1 Project

within the

ict21 Redevelopment District

City of Wichita, Kansas

Project Areas 1, 2 and 3

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Overview

K.S.A. 12-1770 et seq., as amended (“the Act”) provide a means for cities to finance all or a portion of public infrastructure and redevelopment costs with incremental real estate and sales taxes. The purpose of the Act is to “promote, stimulate and develop the general and economic welfare of the State of Kansas (the “State”) and its communities, and to assist in the development and redevelopment of blighted areas and deteriorating areas which are not yet blighted, but may be so in the future, located within cities...”.

A city may exercise the powers conferred under the Act provided that the governing body of the city has adopted a resolution finding that the specific area sought to be developed or redeveloped is an eligible area as defined in the Act. In addition, the city must find that the conservation, development or redevelopment of such an area is necessary to promote the general and economic welfare of the city.

One or more redevelopment projects may be undertaken within a redevelopment district created by the governing body of the city (the “District”). .

For each redevelopment project undertaken within the District, a redevelopment project plan (**“the Project Plan”**) must be prepared in consultation with the City Planning Commission. The Project Plan must include the following:

1. A summary or copy of the Comprehensive Financial Feasibility Study.
2. A reference to the statutorily required district plan for the District.
3. A description and map of the area to be redeveloped (“the Project”).
4. The Relocation Assistance Plan (if applicable).
5. A detailed description of all buildings and facilities proposed to be constructed or improved.
6. Any other information the City deems necessary to advise the general public of the intent of the Project Plan.

The Comprehensive Financial Feasibility Study (this document) must show that the benefits derived from the specified redevelopment project will exceed the costs, and that the income therefrom will be sufficient to pay for the applicable project costs. Benefits are determined to be the aggregate revenues of the redevelopment project including increment income, assessment income, interest income, private party contributions and any other available funding sources. Eligible redevelopment costs are defined in the Act, which include the payment of principal and interest of debt used to finance the redevelopment project.

With the exception of environmental investigation and remediation projects, the Act requires projects to be completed within 20 years from the date of approval of the Project Plan

Pursuant to all the provisions of the Act, the City has, by Ordinance No. 51-662 dated November 9, 2021, found a portion of the City was designated as an enterprise zone prior to July 1, 1992 and that redevelopment of the area is necessary to promote the general and economic welfare of the City. With adoption of Ordinance No. 51-662, the City established and designated such area as the ict21Redevelopment District (“the District”). The District boundaries are shown in Exhibit I. Ordinance No. 51-662 also adopted the statutorily required district plan for the redevelopment of the District.

The City is currently considering the adoption of a Project Plan for the Phase 1 Project (“the Project”) within Project Areas 1, 2 and 3 of the District. Plans for the area will include construction of approximately 1,000,000 square feet of new commercial, warehousing, manufacturing, and transit facilities.

The City will use TIF funds to finance infrastructure improvements and site preparation. The City will provide public funding, including full-faith and credit tax Increment financing and general obligation bond financing to finance the infrastructure improvement costs. To the extent TIF revenues are available after providing for Project Financing, such excess revenues may be utilized for site preparation costs within Project Areas 1, 2 and 3 on a pay-as-you-go basis.

General Description of Tax Increment

Property tax increment financing involves the creation of an increment (increase over a base value) in the real estate taxes that are generated from a defined geographic area of a community. Upon establishment of a redevelopment district, the total assessed value of all taxable real estate within the district for that year is determined. This valuation is referred to as the district's "Original Assessed Value." Property taxes attributable to the district's Original Assessed Value are annually collected and distributed by the county treasurer to the appropriate city, county, school district and all other applicable taxing jurisdictions in the same manner as other property taxes.

As new development occurs within the redevelopment district, the total assessed value of the district, in any given year, will normally exceed its Original Assessed Value. Property taxes generated by applying the sum of the property tax rates of all applicable taxing jurisdictions to the incremental increase in assessed value (over and above the Original Assessed Valuation) is referred to as the "property tax increment". All property tax increment is collected by the County and distributed to the City to be deposited in a special tax increment fund.

Sales tax increment financing involves the creation of an increment (increase over a base value) in the local sales taxes that are generated from a defined geographic area of a community. Upon establishment of a redevelopment district, a base value of local sales tax collections within the district is determined. As new commercial development occurs within the redevelopment district, sales tax collections are expected to increase above the base value. Pursuant to city law governing the use of local sales tax revenue, the City does not intend to collect incremental sales tax revenues as "sales tax increment".

Tax increment funds may only be used to pay for certain statutorily-defined eligible project costs, including principal and interest on debt issued, in whole or in part, to finance eligible project costs within the redevelopment district. Such financing includes notes, special obligation bonds, full faith and credit tax increment bonds, other debt instruments and pay-as-you-go. The City intends to finance eligible improvements within the district through a combination of Tax Increment Financing bonds and pay-as-you-go financing. The City will issue TIF bonds for a portion of the infrastructure improvements. Additional improvements will be funded through pay-as-you-go financing when the TIF increment exceeds the debt service payment on the bonds.

Project Description

The Phase 1 Project consists of redevelopment of approximately 115 acres west of I-135, along 21st Street, bounded on the west by Chisolm Creek and the rail line and on the north by what would be 25th street North. Development will include a former oil refinery into a mixed commercial development including warehousing, manufacturing, and transit facilities. Improvements to be financed by tax increment financing include infrastructure improvements within the district to support the increased development. Tax increment funds may also be used to pay for eligible improvements financed through general obligation bonds and to reimburse additional eligible project costs when additional tax increment revenues are available.

Projected Revenues (Benefits) Captured Assessed Value

It is the City's intention to use the property tax increment generated by the District to pay the debt service on general obligation bonds issued by the City to finance a portion of the infrastructure improvements for the Project. The City further intends to use any additional funds in excess of the debt service obligations to fund additional improvements utilizing pay-as-you-go financing. The property tax increment is based on the District's increase in assessed value over its Original Assessed Value. This increase in value is expected to be recorded beginning in January of 2023 through January of 2030 (project completion in 2029) and is referred to as the Captured Assessed Value.

The Total Assessed Value for the Phase 1 Project as of January 1, 2030 is estimated to be \$17,175,148. The Base Assessed Value of the Phase 1 Project as of January 2021 is \$220,011 according to data provided by the City of Wichita Geographic Information Service Office. Therefore, the Captured Assessed Value of the Phase 1 as of January 1, 2030 is estimated to be \$16,955,138.

For the purpose of this analysis, it is assumed that the Total Assessed Value of the Phase 1 Project will increase during the 20 year project period at the annual inflation rate of 2%.

Property Tax Rates

In order to determine the amount of tax increment generated by the District in any given year, the Captured Assessed Value of the District must be multiplied by the sum of the tax rates for all applicable taxing jurisdictions for that year. For taxes levied in 2021 and payable in 2022, the applicable rate is 94.642 mills as shown below. The State of Kansas rate of 1.5 mills and the statewide education levy of 20 mills are not applicable to TIF and have been omitted from the following total:

<u>Jurisdiction</u>	<u>Mill Rate (2021)</u>
City of Wichita	32.758
Sedgwick County	29.370
USD No. 259	<u>32.514</u>
TIF-Applicable Mill Rate	<u>94.642</u>

Projected Property Tax Increment and Other Project Revenue

The projected property tax increment for the Phase 1 Project generated by the Project Area is shown in column 8 of Exhibit III. Such projections are based on captured assessed values derived from captured assessed valuations and tax rates as previously discussed. It is assumed that Project construction will begin in 2022 and be completed before the end of 2029, and therefor achieve full valuation by January 1, 2030. It is estimated that in 2030 the property tax increment will be \$1,604,668.

All tax increment shall be allocated and paid by the Sedgwick County Treasurer to the City Treasurer in the same manner and at the same time as normal property taxes. All such incremental taxes must be deposited in a special fund of the City for the payment of eligible redevelopment costs.

Projected Expenditures (Costs)

A projected budget for the eligible project costs in the Project Area is listed below. The total TIF eligible costs are projected to be \$7,793,900 excluding the costs of financing. Infrastructure improvements are projected to cost approximately \$5,993,900 which includes a 10% contingency. An additional \$1,800,000 of site improvement costs will occur within the project area. It is anticipated that up to \$5,993,900 of such costs to be financed from proceeds of the City's full faith and credit tax increment bonds (the "Bonds").

Incremental tax revenue available after the payment of such Bonds may be used to pay for additional TIF-eligible Project costs related to sitework within the Project Area on a pay-as-you-go basis. Exhibit IV illustrates a \$5,993,900 taxable general obligation tax increment bond issue sold in 2025.

Conclusions

Kansas Statutes require that the Comprehensive Financial Feasibility Study must demonstrate that the benefits derived from the Project will exceed the costs, and that the income therefrom will be sufficient to pay for all eligible project costs. As previously discussed, Exhibit III illustrates the projections of tax increment through the year 2042. Projected net tax increment revenue is available to pay debt service on outstanding general obligation bonds issued to finance eligible project costs.

Exhibit IV (Projected Bond Cash Flow Report) illustrates that projected tax increment from the District will be sufficient to pay for all eligible project costs including the projected debt service on general obligation bonds issued to finance such costs. As such, this report demonstrates that the revenues (benefits) of the District and Project Area exceed the expenditures (costs).

Exhibit II

City of Wichita, Kansas

See Map (Exhibit I)

Total

\$938,490

220,011

\$17,175,148

\$68,700,592

TIF

Total

Applicable

32.758

32.758

29.370

29.370

52.514

32.514

1.500

NA

116.142

94.642

2%

Projected Tax Increment Revenue Report

EXHIBIT III

City of Wichita, Kansas
ict21 Redevelopment District
Phase 1 Project

Levy & Appraised Year (1)	Year Taxes Distributed (2)	Total Assessed Value (3)	Original Assessed Value (4)	Captured Assessed Value (5)	Mill Rate (6)	Projected Tax Increment (7)
2022	2023	\$ 220,011	\$ 220,011	\$ -	95.288	\$ -
2023	2024	\$ 1,080,000	\$ 220,011	\$ 859,990	95.288	\$ 81,947
2024	2025	\$ 1,257,660	\$ 220,011	\$ 1,037,650	95.288	\$ 98,876
2025	2026	\$ 2,110,555	\$ 220,011	\$ 1,890,545	95.288	\$ 180,146
2026	2027	\$ 4,312,219	\$ 220,011	\$ 4,092,208	95.288	\$ 389,938
2027	2028	\$ 5,971,778	\$ 220,011	\$ 5,751,768	95.288	\$ 548,074
2028	2029	\$ 8,751,773	\$ 220,011	\$ 8,531,762	95.288	\$ 812,975
2029	2030	\$ 13,377,965	\$ 220,011	\$ 13,157,954	95.288	\$ 1,253,795
2030	2031	\$ 17,175,148	\$ 220,011	\$ 16,955,138	95.288	\$ 1,615,621
2031	2032	\$ 19,311,290	\$ 220,011	\$ 19,091,279	95.288	\$ 1,819,170
2032	2033	\$ 19,697,516	\$ 220,011	\$ 19,477,505	95.288	\$ 1,855,973
2033	2034	\$ 21,770,021	\$ 220,011	\$ 21,550,011	95.288	\$ 2,053,457
2034	2035	\$ 23,917,548	\$ 220,011	\$ 23,697,538	95.288	\$ 2,258,091
2035	2036	\$ 24,395,899	\$ 220,011	\$ 24,175,889	95.288	\$ 2,303,672
2036	2037	\$ 24,883,817	\$ 220,011	\$ 24,663,807	95.288	\$ 2,350,165
2037	2038	\$ 25,381,493	\$ 220,011	\$ 25,161,483	95.288	\$ 2,397,587
2038	2039	\$ 25,889,123	\$ 220,011	\$ 25,669,113	95.288	\$ 2,445,958
2039	2040	\$ 26,406,906	\$ 220,011	\$ 26,186,895	95.288	\$ 2,495,297
2040	2041	\$ 26,935,044	\$ 220,011	\$ 26,715,033	95.288	\$ 2,545,622
2041	2042	\$ 27,473,745	\$ 220,011	\$ 27,253,734	95.288	\$ 2,596,954
						\$ 30,103,318

Projected Bond Cash Flow Report

EXHIBIT IV

City of Wichita, Kansas
ict21 Redevelopment District
Phase 1 Project

Annual Period Ending (1)	Principal (2)	G.O. Interest Rate (3)	Interest (4)	P&I (5)	Net Increment (6)	Annual Balance (7)	Cumulative Balance (8)
9/1/2022	\$ -	3.5%	\$ -	\$ -	\$ -	\$ -	\$ -
9/1/2023	\$ -	3.5%	\$ -	\$ 0	\$ 81,947	\$ 81,947	\$ 81,946.64
9/1/2024	\$ -	3.5%	\$ 109,442	\$ 109,442	\$ 98,876	\$ (10,566)	\$ 71,380.54
9/1/2025	\$ 20,000	3.5%	\$ 218,883	\$ 238,883	\$ 180,146	\$ (58,737)	\$ 12,643.49
9/1/2026	\$ 175,000	3.5%	\$ 218,183	\$ 393,183	\$ 389,938	\$ (3,245)	\$ 9,398.53
9/1/2027	\$ 204,000	3.5%	\$ 212,058	\$ 416,058	\$ 548,074	\$ 132,016	\$ 141,414.67
9/1/2028	\$ 233,000	3.5%	\$ 204,918	\$ 437,918	\$ 812,975	\$ 375,056	\$ 516,470.91
9/1/2029	\$ 262,000	3.5%	\$ 196,763	\$ 458,763	\$ 1,253,795	\$ 795,032	\$ 1,311,502.78
9/1/2030	\$ 291,000	3.5%	\$ 187,593	\$ 478,593	\$ 1,615,621	\$ 1,137,028	\$ 2,448,530.63
9/1/2031	\$ 320,000	3.5%	\$ 177,408	\$ 497,408	\$ 1,819,170	\$ 1,321,762	\$ 3,770,292.17
9/1/2032	\$ 349,000	3.5%	\$ 166,208	\$ 515,208	\$ 1,855,973	\$ 1,340,764	\$ 5,111,056.39
9/1/2033	\$ 378,000	3.5%	\$ 153,993	\$ 531,993	\$ 2,053,457	\$ 1,521,464	\$ 6,632,520.52
9/1/2034	\$ 407,000	3.5%	\$ 140,763	\$ 547,763	\$ 2,258,091	\$ 1,710,328	\$ 8,342,848.20
9/1/2035	\$ 436,000	3.5%	\$ 126,518	\$ 562,518	\$ 2,303,672	\$ 1,741,154	\$ 10,084,001.98
9/1/2036	\$ 465,000	3.5%	\$ 111,258	\$ 576,258	\$ 2,350,165	\$ 1,773,907	\$ 11,857,908.49
9/1/2037	\$ 494,000	3.5%	\$ 94,983	\$ 588,983	\$ 2,397,587	\$ 1,808,604	\$ 13,666,512.58
9/1/2038	\$ 523,000	3.5%	\$ 77,693	\$ 600,693	\$ 2,445,958	\$ 1,845,265	\$ 15,511,777.71
9/1/2039	\$ 552,000	3.5%	\$ 59,388	\$ 611,388	\$ 2,495,297	\$ 1,883,909	\$ 17,395,686.29
9/1/2040	\$ 581,000	3.5%	\$ 40,068	\$ 621,068	\$ 2,545,622	\$ 1,924,554	\$ 19,320,240.10
9/1/2041	\$ 610,000	3.5%	\$ 19,733	\$ 629,733	\$ 2,596,954	\$ 1,967,221	\$ 21,287,460.64
	\$ 6,300,000		\$ 2,515,858	\$ 8,815,858	\$ 30,103,318	\$ 21,287,461	

District Plan

REDEVELOPMENT DISTRICT PLAN FOR THE REDEVELOPMENT OF THE ICT21 REDEVELOPMENT DISTRICT THROUGH TAX INCREMENT FINANCING

September 21, 2021

SECTION 1: PURPOSE

A district plan is required for inclusion in the establishment of a redevelopment district under K.S.A. 12-1770 *et seq.* (the “Act”). The district plan is a preliminary plan that identifies proposed redevelopment project areas within the district, and describes in a general manner the buildings, facilities and improvements to be constructed or improved.

SECTION 2: DESCRIPTION OF TAX INCREMENT INCOME

Projects financed through tax increment financing typically involve the creation of an “increment” in real estate property tax income. The increment is generated by segregating the assessed values of real property located within a defined geographic area such that a portion of the resulting property taxes flow to the City to fund projects in the redevelopment district, and the remaining portion flows to all remaining taxing jurisdictions. The portion of property taxes flowing to the City is determined by the increase in the assessed value of the properties within the redevelopment district as a result of the new development occurring within the same area. When the current aggregate property tax rates of all taxing jurisdictions are applied to this increase in assessed property value from new development, increment income is generated. Public improvements within the district and other qualified expenditures are funded by the City and repaid over a specified period of time with this increment income. The property taxes attributable to the assessed value existing prior to redevelopment, the “original valuation,” continue to flow to all taxing jurisdictions just as they did prior to redevelopment. This condition continues for the duration of the established district, as defined by statute, or until all eligible project costs are funded, whichever is of shorter duration.

SECTION 3: DESCRIPTION OF THE DISTRICT BOUNDARIES

The property within the proposed district includes property generally bounded by I-135 on the East, the convergence of Chisholm Creek and East Fork Chisholm Creek on the South, Chisholm Creek and the rail on the West and what would be 25th St North, if extended, on the North, including all street rights of way within such described area, together with the 21st North Right of Way from the West boundary of its intersection with Broadway Avenue to the East boundary of its intersection with I-135, all in Wichita, Sedgwick County, Kansas. The legal description of the proposed district is attached hereto and incorporated herein as *Attachment 1*.

SECTION 4: BUILDINGS AND FACILITIES

The proposed district contains approximately 115 acres and is located wholly within an area within the City that was designated as an enterprise zone prior to July 1, 1992, pursuant to K.S.A. 12-17,107 through 12-17,113, and amendments thereto, prior to its repeal and the conservation, development or redevelopment of the area is necessary to promote the general and economic welfare of the City. Accordingly, such property constitutes an “enterprise zone” is therefore an “eligible area” (as said terms are defined in the Act) and is legally eligible for establishment of a redevelopment district.

SECTION 5: REDEVELOPMENT AND PROJECT AREAS

It is anticipated that the property within the proposed district will be divided into multiple project areas, each of which will be redeveloped under separate redevelopment project plans, which must be adopted by the Governing Body by a 2/3 majority vote before the expenditure of any tax increment financing funds within such project areas. The plans for redevelopment of project areas within the proposed district will include new manufacturing, transit and warehouse facilities. The project will include commercial and industrial uses, including advanced manufacturing and warehousing. The project is anticipated to include construction of infrastructure improvements for the development, including new roads, site improvements, infrastructure, and improvements along 21st Street, between Interstate-135 ('I-135') and Broadway. The development will also include within the proposed district, but not in any project area, the construction of one or more speculative warehouse facilities. The project is anticipated to include three project areas and will be completed in phases.

Tax increment financing may be used to pay for eligible costs, including site preparation, demolition, public infrastructure improvements, such as new or rehabilitated roads, streets, streetscape, public parking, utility extensions, landscaping,. Except as specifically provided by the Act, tax increment financing may not be used for construction of any buildings owned or leased to a private, nongovernmental entity.

SECTION 6: CONCLUSION

After the establishment of the redevelopment district, any redevelopment projects to be funded with tax increment financing will be presented to the Governing Body for approval through the adoption of multiple redevelopment project plans. Each project plan will identify the specific project area located within the established tax increment financing district and will include detailed descriptions of the projects as well as a financial feasibility study showing that the economic benefits out-weigh the costs. Each project plan must be reviewed by the Metropolitan Planning Commission to determine if such project plan is consistent with the intent of the comprehensive plan for development of the City. Thereafter, the Governing Body shall adopt a resolution calling a public hearing to consider such project plan notice of such hearing to be provided by mail and publication in accordance with the Act. After conclusion of the public hearing, such project plan may be approved by ordinance passed by not less than a two-thirds majority vote of the Governing Body.

Tax increment financing does not impose any additional taxes on property located within the redevelopment district. All property within the district is appraised and taxed the same as any other property. However, if property within the district increases in value as a result of redevelopment, the resulting increment of additional tax revenue is diverted to pay for a portion of the redevelopment costs.

Map and Legal Description of Property to be Redeveloped



**BOUNDARY DESCRIPTION OF THE
PHASE 1 PROJECT**

Phase 1

An area including the following additions, lots and parcels all located in Wichita, Sedgwick County, Kansas:

Legal Description for Cornejo Industrial District 1st Addition:

A tract of land lying in the Southeast Quarter of Section 4, Township 27 South, Range 1 East, of the Sixth Principle Meridian, Sedgwick County, Kansas, more commonly described as follows: Commencing at the Southeast corner of the Southeast Quarter of said Section 4; THENCE S89°14'33"W, a distance of 637.99 feet, coincident with the South line of said Section 4, said South line also being the centerline of 21st Street; THENCE N0°45'27"W, a distance of 60.00 feet, to the North Right-of-Way line of said 21st Street, for a point of Beginning; THENCE S89°14'33"W, a distance of 1545.12 feet, coincident with the North Right-of-Way line of said 21st Street, to the East line of Lot 1 of Myers and Toler's Out Lots said line also being the West line of a Permanent Drainage Easement Tract No. 5 and 6 as recorded in Document C-22052; THENCE N33°33'40"W, a distance of 48.22 feet, coincident with the West line of said Drainage Easement; THENCE N45°51'53"W, a distance of 252.87 feet, coincident with the West line of said Drainage Easement; THENCE along a curve concave to the Northeast, having a radius of 538.31 feet, length of 106.68 feet, through a central angle of 11°21'16", having a chord bearing of N37°57'56"W, and a chord length of 106.50 feet, said curve being coincident with the West line of said Drainage Easement; THENCE S57°45'57"W, a distance of 19.99 feet, coincident with the West line of said Drainage Easement; THENCE continuing along a non-tangent curve concave to the Northeast, having a radius of 555.52 feet, length of 202.79 feet, through a central angle of 20°54'56", having a chord bearing of N21°42'24"W and a chord length of 201.67 feet, said curve being coincident with the West line of said Drainage Easement; THENCE N10°51'31"W, a distance of 67.26 feet; coincident with the West line of said Drainage Easement; THENCE continuing along a curve concave to the Southwest, having a radius of 64.84 feet, length of 88.18 feet, through a central angle of 77°55'24", having a chord bearing of N50°01'48"W, and a chord length 81.54 feet, coincident with the West line of said Drainage Easement; THENCE N00°44'09"W, a distance of 120.92 feet, to the Easterly Right-of-Way line of a 100 foot wide Right-of-Way for the Union Pacific Railroad; THENCE N30°34'58"E, a distance of 1243.57 feet, coincident with said Easterly Right-of-Way line; THENCE N90°00'00"E, a distance of 115.71 feet; THENCE N00°31'12"W, a distance of 139.23 feet, to the said Easterly Right-of-Way line; THENCE N30°34'58"E, a distance of 26.65 feet, coincident with said Easterly Right-of-Way line; THENCE N90°00'00"E, a distance of 35.87 feet; THENCE N00°31'12"W, a distance of 57.80 feet, to the said Easterly Right-of-Way line; THENCE N31°26'50"E, a distance of 371.61 feet, coincident with said Easterly Right-of-Way line; THENCE N90°00'00"E, a distance of 18.48 feet; THENCE N48°04'34"E, a distance of 134.70 feet; THENCE N90°00'00"E, a distance of 8.00 feet; THENCE N00°08'23"E, a distance of 10.00 feet; THENCE N90°00'00"E, a distance of 8.00 feet; THENCE N71°51'39"E, a distance of 128.48 feet; THENCE N90°00'00"E, a distance of 30.00 feet, to a point 16.04 feet

Phase 1 Project

South of the Northwest corner of Lot 2, Block 1, North Industrial Park Fourth Addition, Wichita, Sedgwick County, Kansas; THENCE S00°08'23"W, a distance of 82.50 feet to the Southwest corner of said Lot 2; THENCE S00°08'23"W, a distance of 159.11 feet, to the Southwest corner of Lot 5 of said North Industrial Park Fourth Addition; THENCE N90°00'00"E, a distance of 360.00 feet, coincident with the south line of Lot 5 and Lot 4 of said North Industrial Park Fourth Addition; THENCE N00°08'23"E, a distance of 60.00 feet, to the Southwest corner of Lot 3, Block 1 of said North Industrial Park Fourth Addition; THENCE N90°00'00"E, a distance of 623.47 feet, coincident with the South line of Lot 3 of said North Industrial Park Fourth Addition; THENCE S73°44'15"E, a distance of 94.04 feet, to the Westerly Right-of-Way of New York Avenue; THENCE S34°15'12"W, a distance of 20.13 feet, coincident with said Westerly Right-of-Way; THENCE S28°29'43"W, a distance of 156.79 feet, to a point of curvature; THENCE continuing along a curve concave to the Southeast, having a radius of 799.93 feet, length of 319.54 feet, through a central angle of 22°53'16", having a chord bearing of S15°46'52"W and a chord distance of 317.42 feet; THENCE S05°43'20"W, a distance of 1022.28 feet; THENCE S09°42'14"E, a distance of 92.50 feet; THENCE S05°54'29"W, a distance of 592.52 feet; THENCE S21°16'01"W, a distance of 115.45 feet, to the point of beginning.

Legal Description for Cornejo Industrial District 2nd Addition:

A tract of land lying in the Northeast Quarter of Section 9, Township 27 South, Range 1 East, of the Sixth Principle Meridian, Sedgwick County, Kansas, more commonly described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 9; THENCE S89°14'33"W, a distance of 644.04 feet, coincident with the North line of said Section 9, said North line also being the centerline of 21st Street; THENCE S00°45'26"E, a distance of 80.00 feet, to the South Right-of-Way line of said 21st Street; THENCE S20°21'35"W, a distance of 64.63 feet; THENCE S19°55'54"W, a distance of 222.05 feet; THENCE S23°37'09"W, a distance of 120.61 feet; THENCE S13°45'21"W, a distance 112.45 feet; THENCE S24°17'27"W, a distance of 173.96 feet, to a curve concave to the Northwest, having a radius of 1357.00 feet, length of 355.22 feet, a central angle of 14°59'54", a chord bearing of S31°47'24"W and a chord length of 354.21 feet, to a point of tangency; THENCE S39°17'21"W, a distance of 315.33 feet; THENCE S39°20'34"W, a distance of 330.91 feet; THENCE S30°21'40"W, a distance of 102.82 feet; THENCE S39°24'31"W, a distance of 51.30 feet; THENCE N14°40'26"W, a distance of 110.32 feet; THENCE N00°39'46"W, a distance of 235.13 feet; THENCE S89°20'14"W, a distance of 58.08 feet; THENCE N14°41'49"W, a distance of 1290.36 feet, to the South Right-of-Way line of 21st Street; THENCE N89°14'33"E, a distance of 296.35 feet, coincident with said Right-of-Way; THENCE continuing along said Right-of-Way S89°02'33"E, a distance of 534.56 feet; THENCE N89°14'33"E, a distance of 286.00 feet, coincident with said Right-of-Way; THENCE S84°03'28"E, a distance of 120.00 feet, coincident with said Right-of-Way; THENCE N89°14'33"E, a distance of 105.36 feet, coincident with said Right-of-Way, to the point of beginning.

Legal Description of Property Not Included in Phase 1 Project Plan Boundaries

That part of Lot 2, Block A, Cornejo Industrial District, Wichita, Sedgwick County, Kansas lying generally south of and abutting the following described line: Beginning at a point on the northwest line of said Lot 2, said point being 1525.53 feet normally distant north of the south

line of said Lot 2, said point also being 35.00 feet north of a deflection corner in the northwest line of said Lot 2; thence N89°14'33"E, (platted basis of bearings), parallel with the south line of said Lot 2, a distance of 497.25 feet to the intersection with the west line of a 30.00 foot Kaneb Pipe Line Company Easement as previously depicted on the plat of North Industrial Park Fourth Addition, Wichita, Sedgwick County, Kansas and as now depicted on said Cornejo Industrial District; thence S00°45'10"E coincident with the west line of said 30.00 foot Kaneb Pipe Line Company Easement, 38.31 feet to the intersection with the northwest right-of-way line of Cleveland Ave as dedicated in said Cornejo Industrial District, and for a point of termination, EXCEPT all utility easements, drainage easements, waterline easements, and drainage and utility easements as granted in said Cornejo Industrial District lying within the above described part of said Lot 2.

Together with: the 21st North Right of Way from the West boundary of its intersection with Broadway Avenue to the East boundary of its intersection with I-135.

Relocation Assistance Plan

RELOCATION ASSISTANCE PLAN

(K.S.A. 12-1777)

No persons, families or businesses will be displaced or required to move from real property within the Phase 1 Project Area as a result of implementing the Project Plan. Accordingly, a Relocation Assistance Plan is not required to be contained within the Project Plan.

Description of Phase 1 Project

ict21 Redevelopment District

DESCRIPTION OF PROPOSED PHASE 1 PROJECT

The ict21 Redevelopment District (the “District”) is divided into four (4) project areas. Project Areas 1, 2 and 3 (the “Project Area”) are planned to be developed as one project. The district is approximately 115 acres and includes the former El Paso refinery which creates additional challenges in trying to develop the land. The area is planned to be redeveloped into an industrial and commercial area including advanced manufacturing and warehousing.

ict21 Development

The developer plans to construct approximately 1,000,000 square feet of new facilities in the area. The project will include any additional remediation efforts needed to removed or encapsulate remaining dirt that has the possibility of contamination. Development will include participation in the City’s speculative warehouse program to construct new warehouses of at least 100,000 square feet. The speculative warehouses will be in the district but now within any project areas.

Project Area 1

Project Area 1 is located south of 21st street and is approximately 27 acres. The Project will include construction of an estimated 342,500 square feet. It is anticipated that Project Area 1 will include office and warehouse space on the south end as well as office and retail development along 21st.

Project Area 2

Project Area 2 is located north of 21st street and is approximately 61 acres. The Project will include construction of an estimated 93,000 square feet. It is anticipated that Project Area 2 will include warehouse and office space within the development as well as mixed use office and retail space along 21st street.

Project Area 3

Project Area 3 is located on the north end of the district, north of Project Area 2 and is approximately 31 acres. The Project will include construction of an estimated 192,500 square feet of new construction including warehouse and office.

Infrastructure and Sitework Improvements

Infrastructure Improvements

The Project anticipates improvements will be made throughout the project areas to accommodate the new development. Various road improvements, water and sewer relocations or enhancements, landscaping and other amenities are contemplated within the project area. Additional improvements will be made on 21st street to improve the street and intersections providing access to the site. It is anticipated that TIF bonds will be used to finance these improvements.

Sitework

The project requires sitework in excess of traditional projects due to its previous use as an oil refinery. Wells and monitoring systems exist throughout the project areas and may require relocation. Foundations and piping from the oil refinery still exist on the property and require removal before development can occur. It is anticipated that the developer will be reimbursed for these costs on a pay-as-you-go basis.

USE OF TAX INCREMENT FINANCING

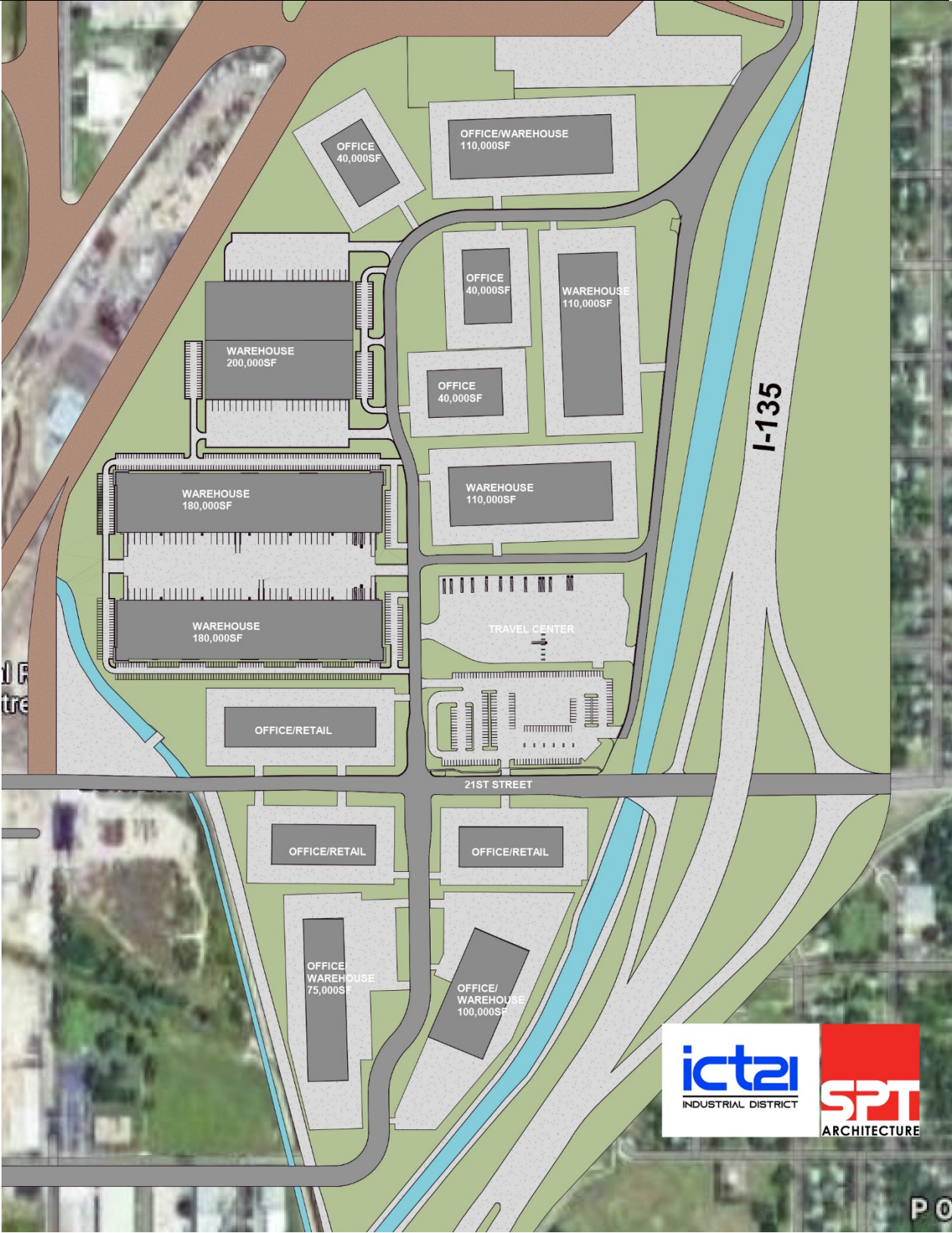
The City completed the legal steps necessary to establish the District pursuant to state law (K.S.A. 12-1770 et seq.) in order to allow the use of Tax Increment Financing (“TIF”) to fund redevelopment projects including the Park and infrastructure improvements. Upon adoption of this Project Plan, the City will have established its authority under state law to issue full faith and credit tax increment bonds (the “Bonds”) to finance TIF-eligible improvements, which Bonds will be repaid from the incremental increase in property taxes resulting from the redevelopment of the Project Area. Incremental tax revenue available after the payment of such Bonds may be used to reimburse the City for TIF-eligible Project costs identified in this Project Plan not financed with Bonds. The TIF-funded improvements consist of the following:

Infrastructure Improvements – The developer will undertake the infrastructure improvements, at an estimated cost of	\$5,449,000
Infrastructure Contingency (10%)	<u>\$544,900</u>
TIF Bond Financed Project Costs	\$5,993,900
Sitework – Sitework improvements will be funded by the developer and reimbursed as funds are available at an estimated cost of	<u>\$1,800,000</u>
TIF Pay-as-you-go Costs	<u>\$1,800,000</u>
Total TIF-funded costs (excluding financing costs)	\$7,793,000

EXHIBIT A

SITE PLAN AND PROJECT RENDERINGS

[ON FOLLOWING PAGE]





**City of Wichita
City Council Meeting
December 21, 2021**

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption Request (Hijos, LLC/JR Custom Metal Products, Inc.) (District IV)

INITIATED BY: Office of Economic Development

AGENDA: New Business

Recommendation: Approve the second five-year ad valorem tax exemption.

Background: On May 17, 2016, the City Council approved the issuance of Industrial Revenue Bonds (IRBs) for the benefit of Hijos, LLC/JR Custom Metal Products, Inc. in the amount not-to-exceed \$5,300,000, and a 72.6% five-plus-five-year property tax exemption. Hijos, LLC (Hijos) utilized the bonds for the construction of a 24,000 square-foot addition to the manufacturing facility located at 2237 S. West Court and sublease the addition to JR Custom Metal Products, Inc. (JR Custom), a related business. The company is now requesting approval of the second five-year exemption.

Analysis: JR Custom, established in Wichita in 1974, is a manufacturer of a diverse line of metal fabricated products and equipment. The company specializes in the unique designing and engineering of metal products from aluminum, stainless steel, titanium and hot roll steel materials. JR Custom has a diversified customer base that includes manufacturers of agricultural and construction equipment, meat processing and trucking companies, oil and gas industry and others. The company estimates that 80% of its production is exported outside of Kansas. Bond proceeds were used to build and equip a 24,000 square-foot expansion for a new paint facility.

The base employment at the time the bonds were issued was 130. JR Custom projected it would add 13 new jobs over five years at an average wage of \$41,995. The company added 15 jobs with average wages of \$43,264.

	<u>2016 Projections</u>	<u>Current Levels</u>
Capital Investment:	\$5,300,000	\$5,300,000
Job Creation:	13	15 (42 open positions)
Annual Salaries:	\$41,995	\$43,264

The company has exceeded the 2016 projections.

Financial Considerations: UMB Bank purchased the bonds. Hijos agreed to pay all costs of the City relative to the issuance of the bonds. The company also agreed to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds.

Based on the Economic Development Incentive Policy, the Company qualified for a 72.6% five-plus-five-year tax exemption on real property constructed with bond proceeds. Based on the latest available mill levy, and assuming that the real property improvements are valued at 80% of the actual capital investment, the estimated tax value of exempted property for the first full year was approximately \$44,900.

The value of a 72.6% real property tax exemption as applicable to taxing jurisdictions is:

City	\$ 12,250	State	\$ 560
County	\$ 11,010	USD 259	\$ 21,080

The cost/benefit analysis conducted by Wichita State University's Center for Economic Development and Business Research reports cost/benefit ratios as follows:

	<u>Projected</u>	<u>Actual</u>
City of Wichita	1.62 to 1.00	1.66 to 1.00
City General Fund	1.52 to 1.00	1.54 to 1.00
City Debt Service	1.88 to 1.00	1.93 to 1.00
Sedgwick County	1.51 to 1.00	1.53 to 1.00
USD 259	1.38 to 1.00	1.38 to 1.00
State of Kansas	6.73 to 1.00	7.41 to 1.00

Legal Considerations: Terms in the bond documents provide the City Council the right to either terminate the exemption at the end of the first five-year period or extend the exemption for a second five-year period based upon performance.

Recommendations/Actions: It is recommended that City Council extend the tax exemption on the IRB-financed property for Hijos, LLC/JR Custom Metal Products, Inc. for a second five-year term.

Attachments: None

**City of Wichita
City Council Meeting
December 21, 2021**

TO: Mayor and City Council Members

SUBJECT: 2022 Contract Renewal with Visit Wichita (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Approve the contract between the City of Wichita and the Wichita Convention & Tourism Bureau, Inc. d/b/a Visit Wichita.

Background: Visit Wichita contracts with the City of Wichita to promote tourism and convention activities in Wichita. In an effort to bring conventions and special events to Wichita, the City Council established a “Convention Promotion Contingency” allocation in the annual budget as part of the Tourism and Convention Fund. It is earmarked to fund special activities as deemed appropriate by Visit Wichita. A few past recipients of support from this fund include the Air Capital Classic, Kansas State High School Athletic Association, MAYB, National Association of County Engineers and the Kansas Association of Counties.

Visit Wichita also provides services under a separate contract with the City for the Transient Business Improvement District (TBID). The TBID plan is directed by the TBID Advisory Board. Performance is measured and reported annually in accordance with the TBID ordinance. The TBID established an additional 2.75% fee charged by hotels that have 50 rooms or more to create a supplemental fund for additional marketing. The first year for collection of the TBID fees was 2015.

Analysis: Following the widespread distribution of the COVID-19 vaccine, travel began to increase in the second and third quarters of 2021 signaling the beginning of the travel industry recovery. Although leisure travel was the quickest to rebound continued improvement was negatively impacted by the surge of cases caused by the delta variant and growth has been stunted since late August.

In the group market, sports events have been the most resilient; rebounding much faster than meetings and conventions and contributing greatly to 2021 hotel bookings. Sporting events such as Beep Baseball World Series, NAIA Wrestling Tournament and NJCAA DII Men’s and Women’s Soccer Championships were successfully hosted in 2021. Business travel and convention group recovery continues to lag.

Recognizing demand and growing positive travel sentiment in 2021, Visit Wichita maintained a marketing presence in Wichita’s traditional drive markets through three comprehensive campaigns: year-long “Places, Faces, Hearts” digital video campaign which highlighted Wichita stories; summer “Journeys” a multi-platform campaign that encouraged road trips for families and couples; and the “Fall Festivals” campaign that focused on the return of fall festivals.

Visit Wichita launched the “Wichita Flexibility Promise” that offered no cancellation and attrition fees and no food and beverage minimums to address planner uncertainty.

Also in 2021, Visit Wichita continued to provide valuable support to its travel partners in the community in a variety of ways. Visit Wichita invested in a new cell phone-based data source to better understand visitor profile and activities. It launched a new video product on its website to highlight venues, hotels, attractions and other travel points of interest. In addition, Visit Wichita partnered with the Workforce Alliance to host a travel industry job fair to address workforce issues facing the industry.

Significant future bookings include:

- 2022 NAIA Wrestling National Championship
- 2022 US Figure Skating Theatre on Ice
- 2022 National Wheelchair Basketball Association National Tournament
- 2022 International Association of Bomb Technicians and Investigators Regional Training In-Service & Technology
- 2022 Council on Occupational Education Summer Conference
- 2023 Rural Letter Carriers Association Mid-States Convention
- 2023 South West Transit Association Annual Conference
- 2023 Kansas Narcotics Officers Association Annual Conference

The proposed 2022 Visit Wichita contract includes performance goals outlined in “Exhibit B.” Forecasts for 2022 are largely based on economic forecasts for hotel occupancy, average daily rate and revenue. Overall, 2022 hotel revenue is forecast to be down 12% from 2019.

Financial Considerations: Funding for the Transient Guest Tax Fund comes from a 6% transient guest tax on hotel and motel rooms in Wichita.

Visit Wichita’s 2022 Adopted Budget is \$2,150,000 from the Transient Guest Tax Fund. The City agrees to advance Visit Wichita \$179,166.67 each month. This amount does not include funding for the TBID services, which is determined in the TBID agreement.

Visit Wichita may receive up to \$100,000 in matching funds if its private fundraising exceeds its 2022 baseline goal of \$200,000. The sponsorships in Exhibit C may be reimbursed up to \$150,000 of the Convention Promotion Contingency funds, which is also financed from Transient Guest Tax Fund.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract and authorize the necessary signatures.

Attachments: Original signed contract with attachments:
Exhibit A – Non-discrimination Statement
Exhibit B – 2022 Performance Criteria
Exhibit C – 2022 Sponsorships – Convention & Promotion Contingency

EXHIBIT B
Visit Wichita
2022 Performance Criteria

It is mutually agreed and understood by the City of Wichita and the Wichita Convention and Tourism Bureau, Inc., d/b/a/ Visit Wichita, hereinafter referred to as the "City" and the "Provider" respectively, that the execution of this contract commits the Provider to the following goal statements and objectives.

MISSION STATEMENT

The mission of the Visit Wichita is to market the Greater Wichita Area as a destination, thereby enhancing the economic development of the city, county, region and state.

ECONOMIC IMPACT

Tourism impacts the Wichita economy in several ways including bringing new dollars into the Wichita area, generating tax revenue and creating jobs. The Provider periodically conducts research to measure economic impact. According to our latest study:

- Domestic travelers directly spent \$1.238 billion dollars in the Wichita MSA during 2019. \$1091.4 million of this was in Sedgwick County.
- Visitors pay Lodging tax, State Sales tax and County Sales tax - taxes paid by visitors represent taxes that do not have to be paid by Wichita residents. During 2019 domestic traveler spending in Sedgwick County generated \$102 million in tax revenue.
- Domestic travel expenditures directly generated 13,506 jobs within the Wichita MSA during 2019. 11,847 of these jobs are in Sedgwick County.

Note: Information is from The Economic Impact of Travel on the Wichita MSA, 2019. A Study Prepared for Visit Wichita by the Research Department of the U.S. Travel Association.

PERFORMANCE OBJECTIVES

Visit Wichita's two primary objectives are driving economic impact and maintaining a high level of financial stewardship. Performance measurement of the annual goals established for each of these primary objectives is shown below. In addition, in order to better understand the context in which goal achievement has taken place, Visit Wichita also tracks performance indicators and activities conducted. Included with this document is a dashboard which outlines Visit Wichita Goal Achievement, Performance Indicators, and Activities.

OBJECTIVE #1: The Provider will drive Economic Impact through future group bookings of new business, repeated or serviced business, and through leisure visitors.

	2017	2018	2019	2020	2021 Goal	2021 Estimate	2022 Goal
Future Group Bookings	\$11,998,515	\$12,043,711	\$13,504,696	\$ 8,011,923	\$ 10,402,300	\$10,222,950	\$11,884,133
Future Group Bookings Repeated/Serviced	\$40,424,414	\$40,962,464	\$38,867,297	\$ 3,999,864	\$ 26,902,500	\$21,522,000	\$34,203,222
Leisure Visitors	\$81,343,227	\$85,316,276	\$71,926,780	na	\$ 48,550,577	\$48,550,577	\$63,295,566

OBJECTIVE #2: The Provider will maintain a high level of financial stewardship.

	2017	2018	2019	2020	2021 Goal	2021 Estimate	2022 Goal
Return on Total Operating Costs	\$ 22.14	\$ 22.91	\$ 22.17	\$ 4.68	\$ 18.75	\$ 16.31	\$ 19.96
Return on TBID Group Incremental RNs	\$ 7.09	\$ 5.77	\$ 7.90	\$ 0.47	\$ 5.21	\$ 4.06	\$ 5.12
Return on TBID Leisure Marketing	\$ 52.67	\$ 57.84	\$ 64.01	na	\$ 42.59	\$ 28.14	\$ 52.75

OBJECTIVE #3: The Provider will support and influence the development and maintenance of accommodations, facilities, attractions and infrastructure that are consistent with the Provider's mission statement and that meet the needs of visitors.

OBJECTIVE #4: The Provider will execute the TBID plan as directed by the TBID advisory board and approved by the City Council. Performance will be measured and reported annually in accordance with the TBID agreement and TBID ordinance.

Funding

1.1 2022 Operating Budget	2022 Funding (Non-TBID)	\$2,150,000
	Monthly Advance (Non-TBID)	<u>\$ 179,166.67</u>

1.2 The City of Wichita agrees to match private funds collected above \$200,000 up to \$100,000 in additional matched funds.

1.3 The City agrees to reimburse sponsorships up to \$150,000 from the Convention Promotion Contingency funds.

Method of Payment

The Provider agrees payments under this contract shall be in accordance with established budgetary, purchasing and accounting procedures of the city of Wichita.

2.1 The City agrees to advance the Provider the monthly non-TBID advance on the first Friday of each month. The Provider, upon closing their month-end books, will submit an invoice for all monthly expenditures to the City for approval. The City may request additional justification regarding items submitted for payment and may decline payment for items not related to the promotion of convention and tourism in the City of Wichita. All billings are subject to discussion and resolution by and between the City Manager and the President/CEO of the Provider, or their representatives. All final billings and payments will be reconciled at year-end. The City, at the Provider's request, will consider additional funding for special tourism projects that will enhance tourism initiatives.

2.2 The funding and the method of payment for TBID related services will be as provided in the TBID agreement.

Information to be provided by the Provider to the City

3.1 A monthly printout, which reflects all actual expenditures by line item and program expenditure.

3.2 An annual audit conducted by an independent Certified Public Accountant, which is in accordance with generally accepted audit standards. For the 2021 annual audit, the audit firm of BKD, LLP has been retained by the Provider.

3.3 The Provider will provide to the City Appointed Board Representative a copy of the Board of Directors minutes.

Program Progress Reports

The Provider as part of its obligation under section 3 of this contract shall submit a quarterly report to the City of Wichita for the quarters ending March 31, June 30, September 30, and December 31. These reports shall be due in the City Manager's Office in order to provide the City with the information to evaluate the Performance Criteria section of this contract. This report shall be submitted no later than 60 days following the end of each quarter.

Visit Wichita
2022 Goals, Performance Indicators, and Activities Dashboard

Goals:									
		2022 Goal ²	2021 Estimate	2020 Actual	2019 Actual	2018 Actual	2017 Actual	2016 Actual	5 year Average
	1. Drive Economic Impact:								
	a. Future Group Bookings¹	\$ 11,884,133	\$ 10,222,950	\$ 8,011,923	\$ 13,504,696	\$ 12,043,711	\$ 11,998,515	\$ 12,695,469	\$ 11,650,863
	b. Future Group Booking Repeated/Service¹	\$ 34,203,222	\$ 21,522,000	\$ 3,999,864	\$ 38,867,297	\$ 40,962,464	\$ 40,424,414	\$ 39,909,321	\$ 32,832,672
	c. Incremental Leisure Visitors³	\$ 63,295,566	\$ 48,550,577	na	\$ 71,926,780	\$ 85,316,276	\$ 81,343,227	\$ 70,405,314	\$ 77,247,899
	2. Financial Stewardship:								
	a. Return on Total Operating Costs⁴	\$ 19.96	\$ 16.31	\$ 4.68	\$ 22.17	\$ 22.91	\$ 22.14	\$ 21.33	\$ 18.65
	b. Return on TBID Group Incremental RNs	\$ 5.12	\$ 4.06	\$ 0.47	\$ 7.90	\$ 5.77	\$ 7.09	\$ 7.66	\$ 5.78
	c. Return on TBID Leisure Campaign	\$ 52.75	\$ 28.14	na	\$ 64.01	\$ 57.84	\$ 52.67	\$ 52.98	\$ 56.88
Performance Indicators:									
		2022 Goal ²	2020 Estimate	2020 Actual	2019 Actual	2018 Actual	2017 Actual	2016 Actual	5 year Average
Revenue	City-wide Transient Guest Tax Revenue	\$ 7,019,207	\$ 5,700,000	\$ 4,911,089	\$ 7,976,372	\$ 7,513,811	\$ 6,989,521	\$ 7,265,429	\$ 6,931,244
	Tourism Business Improvement District (TBID)								
	Revenue received by Visit Wichita ⁵	\$ 2,729,136	\$ 2,350,000	\$ 1,924,342	\$ 3,101,291	\$ 3,203,687	\$ 2,876,733	\$ 2,954,078	\$ 2,812,026
Future Group Bookings	Future Group Bookings - #	86	65	54	98	91	74	71	78
	Future Group Bookings Room Nights	33,131	28,500	22,336	37,649	33,576	33,450	35,393	32,481
	Future Group Repeated/Service - #	427	150	86	485	460	513	451	399
	Future Group Repeated/Service Room Nights	95,353	60,000	11,151	108,356	114,197	112,697	111,261	91,532
Activities:									
		2022 Goal ²	2020 Estimate	2020 Actual	2019 Actual	2018 Actual	2017 Actual	2016 Actual	5 year Average
Future Group Activities	Sales Leads Sent to Hotels	142	104	101	158	163	156	132	142
	Lost Sales Leads	91	85	93	88	94			91
	Lost Room Nights	81,210	77,057	45,827	86,816	105,347	80,867	87,194	81,210
Partnership	Number of Partners ⁶	420	467	467	461	455	450	468	460
	Partner Retention ⁵	90.00%	na	na	90.45%	87.47%	86.06%	89.28%	88.32%

- ¹ Economic Impact formula based on DMAI convention spending data survey (Room nights booked x average guest per rooms x estimated direct spending per guest)
- ² 2022 Goals are based on STR/Tourism Economics forecast of 12% decline from 2019
- ³ Based on annual research done by Strategic Marketing & Research Insights, LLC. Note: SMARI research was not be done in 2020; 2021 research is currently in process
- ⁴ Economic Impact divided by Visit Wichita total TGT and TBID expenses
- ⁵ TBID revenue is recorded when received by Visit Wichita and is affected by timing of Hotel payments.
- ⁶ There have been no ratifications and cancellations of partners since March 2020 due to COVID-19.

Overview:

2021 saw the beginning of recovery in the travel industry, with leisure, business and group travel returning at very different rates. Leisure travel has been the quickest to rebound, while business travel continues to lag in recovery. In the group market, sports events have been most resilient, rebounding much faster than meetings and conventions and contributing greatly to 2021 hotel production. Weekends in local hotels have seen the impact of both of these trends, with weekend occupancy rates higher than weekday rates. While travel began its rebound with the wide distribution of the vaccines, the surge of cases caused by the Delta variant put downward pressure on all market segments in the late summer and fall and travel sentiment research shows that travelers are still very sensitive to the impact of COVID on their travel aspirations and experiences. Recognizing the pent-up demand and growing positive travel sentiment in 2021, Visit Wichita maintained a marketing presence in our traditional drive markets through three comprehensive campaigns: year-long Places, Faces, Hearts video campaign highlighting Wichita stories; summer Journeys multi-platform campaign encouraging road trips for families and couples; fall Festivals campaign focusing on the return of fall festivals. In the meetings and conventions market, we launched the Wichita Flexibility Promise offering no cancellation and attrition fees and no F&B minimums to address planner uncertainty. In-person tradeshow participation returned this fall for both conventions and sports, and sales activities are back to historic levels. We are well-positioned for 2022.

Exhibit C Visit Wichita

2022 Sponsorships - Convention & Promotion Contingency

Community Event Sponsorships	\$	41,750
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Community Event Sponsorships represent sponsorship contributions to various local events which attract visitors to the area from outside of Sedgwick County.

National Convention Sponsorships	\$	750
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Regional Convention Sponsorships	\$	5,000
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State Convention Sponsorships	\$	1,000
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National, Regional, and State Sponsorships represent sponsorships of national, regional and state groups who choose to hold conventions and meetings in the Greater Wichita Area.

Sports Sponsorships	\$	61,500
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Sports Sponsorships represent sponsorship of local, regional, and national sporting events held in the Greater Wichita Area. Many of these events are in partnership with the Greater Wichita Area Sports Commission.

Potential New Requests	\$	20,000
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During the year, Visit Wichita will review new sponsorship opportunities to increase visitation and events in Wichita.

City Reserved Amount	\$	20,000
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Total	\$	150,000
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WICHITA CONVENTION AND TOURISM BUREAU, INC.

THIS CONTRACT entered into this December 21, 2021 by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Wichita Convention and Tourism Bureau, Inc. (hereinafter referred to as the Provider).

WHEREAS, the City by Charter Ordinance has instituted a Transient Guest Tax, the revenues from which are available for expenditure for convention and tourism activities located within the City and County; and

WHEREAS, the City believes that as a result of professional, promotional sales and services, convention and tourism can be increased; and

WHEREAS, the City desires to engage the Provider to render certain itemized professional services and activities hereinafter described; and

WHEREAS, the Provider warrants that it employs, and throughout the duration of this contract will continue to employ, professional staff capable of providing those services and activities occurring within the City; and

WHEREAS, the Provider further warrants that it possesses the fiscal and administrative capability necessary to account for and to expend all City funds provided in compliance and conformance with the terms and conditions of this contract; and

WHEREAS, the City desires to generate new dollars in the Wichita area economy through the promotion of Wichita as a convention and visitor destination.

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Provider, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the City and outlined per Exhibit B.

In addition, Provider will support a joint marketing venture with other agencies receiving Transient Guest Tax funds and will not charge other City-affiliated museums or attractions such as, but not limited to, the Wichita Art Museum, Botanica, the Mid-America All-Indian Center, Old Cowtown Museum, Wichita-Sedgwick County Historical Museum, the Kansas Aviation Museum, and the Kansas African American Museum, fees to participate in Provider's marketing or membership activities.

SECTION 2. TIME OF PERFORMANCE. The services of the Provider are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of this contract through a period of twelve months ending no later than December 31, 2022.

SECTION 3. RECORDS, REPORTS AND INSPECTION

A. **Establishment and Maintenance of Records.** The Provider shall establish and maintain records as prescribed by the City (with respect to all matters covered by this contract). Except as otherwise authorized by the City, the Provider shall retain such financial records for a period of three years after receipt of the final payment under this contract or termination of this contract.

B. **Documentation of Costs.** All costs with respect to the services per Exhibit B shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. **Reports and Information.** The Provider, at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract. The Provider will submit said reports on the date(s) designated by the City. In addition, the Provider will submit all regularly required reports as itemized on Exhibit B on the due dates established therein.

D. **Audits and Inspections.** The Provider shall at any time during normal business hours and as often as the City may deem necessary make available to the City for examination all of its records and data with respect to all matters covered by this contract and shall permit the City or its designated authorized representative to audit and inspect all invoices, materials, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this contract. The Provider, within 120 days from the date of expiration of this contract shall furnish to the City an annual fiscal audit prepared by an independent Certified Public Accountant as to the compliance of all stipulations in this contract and its exhibits.

SECTION 4. CONFLICT OF INTEREST. Members of the Board of Directors of the Provider shall abstain from any action in regard to a pending matter before the Board of Directors that will affect any business in which such Director has a substantial interest as defined in K.S.A. 75-4301.

SECTION 5. DISCRIMINATION PROHIBITED. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, sex or age. (Reference Title VI of the Civil Rights Acts of 1964 Pub. L. 88-352.) The Provider further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements" as provided in Exhibit A attached hereto.

SECTION 6. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments with respect to the services per Exhibit B.

SECTION 7. ASSIGNABILITY. The Provider shall not assign any interest in this contract without prior written consent of the City.

SECTION 8. COPYRIGHTS. If this contract results in a book or other materials which may be copyrighted, the author is free to copyright the work, but the City reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted materials and all material which can be copyrighted. The Provider agrees to allow the City use of any and all books or materials, copyrighted or otherwise, which may pertain to marketing, managerial, or financial operations of the Provider.

SECTION 9. USE AND DISPOSITION OF PROPERTY.

A. Ownership During Usage by Agency. All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in Exhibit B.

B. Disposition of Personal Property. In the case of termination of the funding or of any individual project activity, all personal property in the possession of the Provider or the Agency's representative(s) purchased with funds under this contract shall be returned to the City immediately upon the termination of the contract. The Provider shall be responsible for any item(s) that are included on the Agency's inventory list. If these items are not returned to the City, the Agency shall forthwith reimburse the City for the appraised value of said item(s) less reasonable depreciation as mutually agreed by the City and the Provider, unless otherwise specified in Exhibit B.

SECTION 10. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Provider relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and also, with respect to TBID related services, as described in the separate Agreement Between the City of Wichita, Kansas and Wichita Convention and Tourism Bureau, Inc. (the "TBID Agreement"), and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total payments to the Provider will not exceed \$2,250,000 for meeting all Exhibit B performance standards, plus sums provided for and paid under the TBID agreement. The Provider will receive and disburse additional sponsorship monies to the applicant organizations listed on the attached Exhibit C, in total amount not to exceed \$150,000.

C. Restriction on Disbursement. No transient guest tax funds shall be disbursed to a subcontractor of the Provider except pursuant to a written contract that incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the City; or if it is determined that the transient guest tax revenues are not sufficient to meet all budgeted services and activities of the total transient guest tax budgets which are established for the year under which this contract is in effect.

1

SECTION 11. TERMINATION CLAUSE. Upon breach of the contract by the Provider, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 15, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. Upon cancellation or termination of this contract no further funds shall be payable or paid hereunder; and all funds remaining in the possession of the Provider at the time the City gives the cancellation notice shall be forthwith returned to the City. Upon breach of the contract by the Provider, it shall be entitled to be reimbursed by the City for actual expenditures incurred under the Contract.

SECTION 12. AMENDMENTS.

A. Changes. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Provider mutually agree, changes in this contract may be effected by placing them in written form and incorporating them into this contract.

B. Budget Transfers. All budget transfers shall be approved and signed by all the signatories of the original contract if such a transfer shall substantially change the intent of the contract. Upon determination by the City Manager such an amendment should be presented to the City Council for approval, he shall place the amendment on the City Manager's Agenda for consideration by that governing body.

SECTION 13. PERSONNEL AND SERVICES. All services required herein will be performed by the Provider under the direction of its Board of Directors.

SECTION 14. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of this contract.

SECTION 15. ANTI-TRUST LITIGATION. For good cause, and as consideration for execution of this contract, the Provider, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Provider pursuant to this contract.

SECTION 16. APPENDICES. All exhibits referred in this contract and all amendments of mutually agreed upon modification made by both parties are hereby incorporated as though fully set forth herein.

SECTION 17. INDEPENDENT CONTRACTOR. The Provider may negotiate directly for conventions, events and other bookings in order to generate room nights intended to generate a direct economic benefit for the local economy. In so doing, the Provider will be an independent contractor, and not the agent of the City. The Provider will not represent or imply to others that it possesses any agency authority on behalf of the City.

In support of the Provider's endeavors to obtain convention and similar bookings, the City may, from time to time, approve financial support and facilitate accommodations to the Provider, subject to availability of adequate funds properly budgeted and appropriated for this purpose.

EXHIBIT A Nondiscrimination and Equal Employment Opportunity Statement

EXHIBIT B Performance Criteria

EXHIBIT C 2022 Convention and Promotion Contingency

IN WITNESS WHEREOF, the parties have executed this contract on December ____, 2020.

THE CITY OF WICHITA, KANSAS

Dr. Brandon Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

PROVIDER

Susie Santo, President/CEO
Wichita Convention & Tourism Bureau, Inc.
d/b/a Visit Wichita Convention & Visitors
Bureau

Approved as to Form:

Jennifer L. Magaña
Director of Law and City Attorney

Exhibit A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita
City Council Meeting
December 21, 2021**

TO: Mayor and City Council
SUBJECT: Bike Share ICT Sponsorship Agreement 2022
INITIATED BY: Wichita Transit
AGENDA: New Business

Recommendation: Approval of the Memorandum of Understanding (MOU).

Background: On February 5, 2013, the City Council endorsed the Wichita Bicycle Master Plan. The Plan is a guide for making it easier, safer, and more convenient to get around Wichita on a bicycle through the provision of bicycle related infrastructure, policies, and programs. The Plan's Strategy 6 recommends a bike share program for Wichita

On May 4, 2017, Bike Share ICT launched in Wichita. It was made possible by sponsorship funding from Blue Cross and Blue Shield of Kansas and the Wichita Community Foundation.

Initially, the system was administered by the Health and Wellness Coalition of Wichita, which contracted with the company Zagster to provide the system installation, bicycle maintenance, and system rebalancing. Bike Share ICT's marketing was contracted to Visual Fusion.

Although Bike Share ICT bicycles are available to the public for a fee, the overwhelming majority of system funding is through sponsorships. The largest sponsor is Blue Cross and Blue Shield of Kansas, which has continued to generously sponsor the system each year. Over three years, the bike share system has grown to include 220 bicycles and 40 stations. Many of the stations are located on public property, including public rights-of-way made possible through permits or lease agreements with the City.

On April 23, 2019, the City of Wichita accepted management of the bike share from the Health and Wellness Coalition. The City utilizes the sponsorship funding and rider fees to pay for the costs of providing the service.

In March 2020, Wichita felt the impacts of the COVID-19 pandemic, and in May 2020, the system provider declared bankruptcy and ceased operations.

The City of Wichita reviewed possible replacement arrangements to operate Bike Share ICT. Tandem Mobility expressed its desire to restart Bike Share ICT in the previous form, agreed to purchase the assets, and secured a reassignment from Zagster.

Analysis: The recommended action would continue bike share in Wichita for 2022 with Tandem Mobility by approving the MOU for funding from Blue Cross and Blue Shield of Kansas.

The contract is annual for \$1,800 per bicycle. In return for the fee, Tandem Mobility provides the Bike Share ICT system bicycles, stations, signage, maintenance, website, mobile app, customer support, and system balancing.

MOU with Blue Cross and Blue Shield of Kansas

The MOU with Blue Cross and Blue Shield of Kansas, Inc., the major sponsor of the Bike Share ICT system, would provide \$360,000 of funding to the City for operation of a bike share system with 200 bicycles. This MOU would be a continuation of previous sponsorship arrangements. In return, Blue Cross and Blue Shield of Kansas would receive exclusive branding of all the Bike Share ICT bicycles, membership on the Bike Share ICT Advisory Board and partnership in marketing and promotion for the success of the system.

Financial Consideration: The Bike Share ICT system is funded in large part by the Blue Cross and Blue Shield sponsorship. Station sponsorships, and user fees generate approximately \$50,000 annually. The system is unsustainable without the Blue Cross and Blue Shield sponsorship.

The contract with Tandem Mobility will be for \$360,000 and will be entirely funded from sponsorships.

Legal Consideration: The Law Department has reviewed and approved the MOU.

Recommendation/Actions: It is recommended that the City Council approve the Memorandum of Understanding with Tandem Mobility and authorize the necessary signatures.

Attachments:

- Memorandum of Understanding Bike Share ICT Sponsorship Agreement

MEMORANDUM OF UNDERSTANDING
BIKE SHARE ICT SPONSORSHIP AGREEMENT

The City of Wichita
A Kansas municipality

AND

BLUE CROSS AND BLUE SHIELD OF KANSAS, INC.
A Kansas mutual insurance company

This Bike Share Agreement ("Agreement"), effective December 1, 2021 (the "Effective Date") is entered into by and between the City of Wichita, 455 N. Main Street, Wichita, KS 67202, ("City"), and Blue Cross and Blue Shield of Kansas, Inc., 1133 SW Topeka Blvd., Topeka, KS 66629, ("BCBSKS"). The City and BCBSKS may be referred to jointly as the "Parties" and individually as a "Party."

WHEREAS, the City is contracting with Tandem Mobility to maintain and expand Bike Share ICT. Bike Share ICT launched in Spring 2017. The program began as a 100 bicycle program with 21 stations placed across Wichita, KS and has expanded to be 220 bicycles with 40 stations. This Memorandum of Understanding ("MOU") outlines the details regarding the BCBSKS partnership with the City to act as the primary network partner for the Wichita/ICT Bike Share program; and

WHEREAS, City will act as the local lead organization for the Bike Share ICT financial administration and planning, and to facilitate a local advisory board to ensure the growth, maintenance, and sustainability of Bike Share ICT; and

WHEREAS, Blue Cross and Blue Shield of Kansas, Inc. ("BCBSKS") is willing and able to work with the City to act as the primary network partner of Bike Share ICT to improve health, multi-modal transit, social engagement and economic opportunities for the City; and

WHEREAS, the City Council endorsed the Wichita Bicycle Master Plan in 2013 as a guide for infrastructure, policies, and programs related to bicycling in Wichita; and

WHEREAS, the Parties agree that BCBSKS will be the exclusive primary network partner with branding on all network bicycles. Secondary network partners are limited to sponsoring bike stations, and no competing health insurance company will be contracted as a secondary sponsor for the duration of time that BCBSKS is the primary network partner.

NOW, THEREFORE, the Parties do mutually agree as follows:

EFFECTIVE DATE TERM. The term of this MOU will be through December 1, 2022 and with the option to renew annually by mutually agreed upon terms in a follow up agreement. BCBSKS reserves right of first refusal to the annual renewal as the primary network partner and will give

City sixty (60) days notice prior to the end of the contract term should BCBSKS choose to not renew the agreement.

SECTION 1. SCOPE OF SERVICES BCBSKS will have exclusive branding of all the Bike Share ICT bicycles. A member of BCBSKS will be included on the Bike Share ICT Advisory Board and will attend by phone or in person all advisory board meetings, as possible. BCBSKS will work closely with the City on marketing and promotion of Bike Share ICT to ensure the success of the program.

SECTION 2. FUNDING BCBSKS will provide the City with \$1,800.00 per bike, for a total commitment of \$360,000 to fund the Bike Share ICT system in Wichita, KS. A payment of \$360,000 is due upon signing to continue support of the existing bikes.

The BCBSKS payment due upon signing will cover one (1) year participation in bike share - the current duration of the the City of Wichita's agreement with Tandem Mobility. The City and BCBSKS will mutually agree upon the locations of all new Tandem Mobility bike share stations. All revenue for annual memberships, day passes, and overage charges will go to the City to assist with the costs of managing and providing Bike Share ICT. All bike share station sponsorship revenue from organizations other than BCBSKS and the City will offset the per bike cost and BCBSKS offset funds will go to City to use for Bike Share ICT marketing and promotion. Those funds shall not go toward any other purpose. Should BCBSKS wish to expand their sponsorship of the program they may do so by increasing the annual contribution to reflect the cost of the desired additional expansion.

SECTION 3. COORDINATION REQUIREMENTS

The City and BCBSKS shall undertake the following activities to ensure coordination between the two organizations.

A. The City will be responsible for the cost of any infrastructure requirements to facilitate installation of selected Tandem Mobility station locations. In exchange for the additional Tandem Mobility bikes and bike share stations, the City will manage and take responsibility for the contract with Tandem Mobility and will work to promote the program.

B. The City will provide program reports to BCBSKS no less than once per year.

C. The City will work closely with the Bike Share ICT Advisory Board to sustain this program.

D. The City retains the right to alter the program agreement with Tandem Mobility at their discretion, but will discuss program changes with BCBSKS prior to making any changes.

E. BCBSKS will maintain a representative on the Bike Share ICT Advisory Board.

F. BCBSKS will work with Bike Share ICT to ensure all BCBSKS branding meets company licensing requirements when used on marketing or communication materials. Bike helmets will be visible on all riders in any marketing and communication materials for Bike Share ICT.

G. The City and Bike Share ICT Advisory Board will coordinate with BCBSKS to ensure there is a communication plan and response in place should any incident with Bike Share ICT occur.

SECTION 4. GENERAL PROVISIONS

A. **Indemnification/Hold Harmless:** No provision of this MOU will require BCBSKS to defend, hold harmless, or indemnify any contractor or third party, including but not limited to City for any acts or omissions. The City shall defend, hold harmless and indemnify BCBSKS for any of the City's acts or omissions. BCBSKS shall have no liability in the event that a user of a sponsored bicycle is injured during their use thereof.

B. **Governing Law:** This Agreement shall be governed by the laws of the State of Kansas.

SECTION 5. AMENDMENTS To provide necessary flexibility for the most effective execution of this project, whenever both Parties mutually agree, changes in this MOU must be effected by placing said changes in written form, signed by officers of the two Parties and incorporating said changes into this Memorandum of Understanding.

The parties have executed this Memorandum of Understanding on _____ day of _____ this, 2021.

City of Wichita

Blue Cross and Blue Shield of Kansas, Inc.

Brandon Whipple, Mayor

Sunee N. Mickle 12/7/2021
Sunee N. Mickle,
Vice President, Government and Community
Relations

Attest:

Approved as to form:

Karen Sublett, City Clerk

Jennifer Magana
Jennifer Magana, City Attorney and
Director of Law

City of Wichita
City Council Meeting
December 21, 2021

TO: Mayor and City Council

SUBJECT: Year-end Salary and Classification Ordinances

INITIATED BY: Human Resources

AGENDA: New Business

Background: Classification ordinances establish employee job classifications and corresponding pay ranges to ensure comparability of wages paid. Salary ordinances establish pay rates and must be revised for any changes in pay rates or salary ranges. Revisions to the ordinances are typically combined and presented for City Council consideration each year.

Analysis: The revised salary and classification ordinances set pay ranges for various position classifications and are updated annually.

The changes to each salary range are summarized below. In addition, eligible employees may receive a merit step increase up to 2.5%.

Series Ranges 5300: These ranges are for positions represented by Teamsters Local #795 at Wichita Transit. Positions in each range increased by 1.25% effective December 11, 2021. The Transit Teamsters contract begins negotiation in 2022.

Series Ranges 6691-6692: These ranges are for Airport Police and Fire positions represented by Teamsters Local #795. Positions in each range are increased by 1.25% effective December 11, 2020. The Airport Teamsters contract begins negotiation in 2022.

Series Ranges 3800: These ranges are for Wichita Fire Department positions represented by the International Association of Firefighters (IAFF) #135. Positions in each range increased by 1.25% effective December 11, 2020. The IAFF contract begins negotiation in 2022.

Series Ranges 8400: These ranges are used for part-time and seasonal/variable positions. Positions in each range are increased by 4.0% effective December 25, 2021.

Series Ranges 1609 - 1630: These ranges are used for hourly employees that are non-exempt under the Fair Labor Standards Act (FLSA) and/or represented by Employees' Council. Positions in each range are increased by 4.0% effective December 25, 2021.

Series Ranges 2609 - 2630: These ranges are used for hourly employees that are non-exempt under the Fair Labor Standards Act (FLSA) and/or represented by the Service Employees International Union (SEIU) Local #513. Positions in each range are increased by 4.0% effective December 25, 2021.

Series Ranges 4714-4725: These ranges are for Wichita Police Department positions represented by the Fraternal Order of Police Lodge #5. Positions in each range are increased by 4.0% effective December 25, 2021.

Range 4727: This range is for non-exempt Police Lieutenant positions. To maintain equity within the Police commission wage structure and to be consistent with other FOP represented commissioned positions, the recommended increase for this salary is 6.7%.

Series Ranges 1900: These ranges are for non-exempt positions represented by Employees' Council. To maintain consistency with other City salary ranges, positions in each range are increased 4% effective December 25, 2021.

Ranges B32-E83: These ranges are for exempt non-management positions represented by Employees' Council and non-represented exempt positions, including management. To maintain consistency with other City salary ranges, an increase of 4.0% is effective December 25, 2021. A new classification of D64 has been created specifically for Police Captain to provide compensation flexibility necessary due to compression issues within commissioned Police Department salary ranges.

Financial Considerations: The wages for represented positions in this ordinance are based on negotiated agreements previously approved by the City Council. Wages for non-represented positions are recommended to maintain consistency with similar represented positions. The cost of previously approved agreements and related adjustments is included in the 2022 Adopted budget. For those agreements approved on December 14, 2021, and related adjustments to ensure consistency of non-represented ranges, those amounts will be incorporated into the City's 2022 Revised operating budget.

Legal Considerations: The Law Department has reviewed the ordinances and approved as to form.

Recommendations/Actions: It is recommended that the City Council place the ordinances on first reading, authorize the necessary signatures and authorize staff to make technical adjustments to position titles to implement the ordinances.

Attachments: Salary and Classification Ordinance Changes, December 21, 2021

Exempt & Management Salary Ordinance**ORDINANCE NO. 51-693****AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR
EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 51-387****BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:****SALARY RANGES**

SECTION 1. The following pay rates are established for the *Exempt & Management Pay Plan*. Salaries are expressed in minimum and maximum annual rates.

**2022 Salary Ranges
Effective December 25, 2021 – December 23, 2022**

Pay Range	Minimum	Midpoint	Maximum
1B32	38,813	52,7212	66,630
1C41	43,615	60,584	77,551
1C42	48,084	66,790	85,495
1C43	52,553	72,995	93,438
1C44/1C51	56,984	80,898	104,812
1C45/1C52	66,585	91,745	116,905
1D61	70,912	99,782	128,651
1D62	75,411	106,111	136,811
1D63	79,907	112,437	144,969
1D64	81,505	114,686	147,868
1D71	83,895	120,503	153,816
1D72	90,516	130,016	169,514
E83	130,000	173,680	217,360

SECTION 2. OTHER PROVISIONS

1. Unless otherwise indicated in the schedule contained in Section 1 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:
 - Fire Battalion Chiefs shall be paid excess hours for filling a vacant battalion chief's slot in increments of 12 or 24 hours.
 - Police Captains shall be allowed up to a maximum of \$700.00 in department credit or vouchers for replacement of uniforms and/or civilian attire in accordance with departmental policy. This provision does not apply to Deputy Police Chiefs or the Police Chief, or to civilianized positions that are not required to be in uniform.
 - Fire Battalion Chiefs and Fire Division Chiefs who are required to wear uniforms while on duty shall be allowed up to a maximum of \$650.00 uniform allowance. This provision will not apply to Deputy Fire Chiefs or the Fire Chief.

Protective clothing will be furnished to such members of the Fire Department as may be designated by the Director of the Department. Protective clothing shall include bunkers, coats, boots, and any other items which the City Manager may authorize.

- Uniforms may be prescribed for employees in positions whose duties bring them in frequent contact with the public. Department directors may acquire, with approval of the City Manager, uniforms within budgeted amounts.
- The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of \$125.00 for other noncommissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine which positions will require such uniforms and may revise and amend such determination at his/her discretion.

Reimbursement shall be made to eligible employees, of an amount not to exceed \$200.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

- Police Captains who have received a degree from a four-year college or university will receive \$110.00 per month for a bachelor's degree or \$135.00 per month for a master's degree. The degree must be in Administration of Justice, a related field, or be approved by the Department Director and the City Manager. This provision does not apply to the Deputy Police Chiefs or the Police Chief.
- Police Department personnel, who are certified/trained and assigned to bomb duty, clandestine labs, and canine and SWAT duty, shall be compensated in addition to their regular pay, \$60.00 per pay period. This provision does not apply to Deputy Police Chiefs or the Police Chief.
- Fire Battalion Chiefs and Fire Division Chiefs shall receive education pay of \$25.00 per month for an associate's degree, or \$50.00 per month for a bachelor's degree or \$75.00 per month for a master's degree in Fire Science, from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. This provision does not apply to the Deputy Fire Chiefs or the Fire Chief.
- Fire Battalion Chiefs who are certified as, and members of, the team assigned to Arson Investigation, Haz-Mat or Technical Rescue, will receive an additional \$35.00 per pay period. An employee may receive only one category of Special Duty Pay.
- Airport Safety Personnel, and, if not commissioned, the incumbent of the Fire and Medical Rescue Coordinator will receive \$35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician course.
- Allowance for travel expenses or for the use of personally-owned vehicles may be made by the City Manager; and such other expenses incurred in, and as part of, official City business as shall be authorized and approved by the City Manager.

Any subsistence furnished employees shall be deducted from the gross pay in the amount of the equivalent cash value as determined by the City Manager.

- In recognition of long and faithful service, the City Manager may approve longevity pay for certain employees in addition to other remuneration received. Such payments may commence upon the completion of six years total accumulative municipal employment, and continue each year thereafter so long as an employee shall remain in the active service of the City. The payment shall be an amount not to exceed \$2.00 times the total years of service, per month, e.g., (2.00 X 10 years of service = \$20.00 per month payment.) For employees with over eleven years accumulative municipal employment, the payment shall be \$5.00 times the total years of service per month, e.g. (\$5.00 X 12 years of service = \$60.00 per month in payment.)
- At the discretion of the City Manager, the maximum of a pay range may be exceeded by not more than 10% for a specified period of time to compensate any Department Director if broader or higher-level administrative responsibility is regularly assigned to that position.
- The City Manager may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four weeks.

- If an employee moves into a new classification due to a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid to the employee.

If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.

2. In addition to the compensation provided for above, there shall be paid to each employee coming within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.
3. Municipal Court Judges will receive a 4.0% general pay adjustment. Upon completion of their annual evaluation by the City Council in 2021, the judges may be eligible for an additional wage (merit) increase to be determined by the City Council at that time.
4. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.
5. The City Manager may authorize up to 6% merit increase for exceptional performance. Department Directors may authorize up to a 2.5% merit increase or deny any increase based on performance.
6. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.
7. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.
8. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues which may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.
9. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.
10. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.
11. The City Manager is authorized to establish pay plans for employees who are exempt from the provisions of the Fair Labor Standards Act. The City Manager shall determine the actual pay for each position within the minimum and maximum pay levels for the position.
12. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.
13. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

SECTION 3. A listing of the position classifications and their pay ranges, as reflected in the current salary ordinance, is provided by appendix to this Section.

SECTION 4. Ordinance No. 51-387 is hereby repealed.

SECTION 5. This ordinance shall be effective upon its passage and publication once in the official city newspaper.

ADOPTED by the governing body of the City of Wichita, Kansas, this 28th day of December, 2021.

Brandon Whipple, Mayor

Attest:

Karen Sublett, City Clerk

Approved as to form:

Jennifer Magana, Director of Law and City Attorney

ORDINANCE NO. 51-694

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCES NO. 51-386

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. Effective December 11, 2021 the rates of pay for all positions allocated to the classifications below are prescribed according to the following schedule.

<u>Classification</u>	<u>Pay Range Numbers</u>
Accountant	1C41
Administration Manager	1C45/1C52
Air Service & Business Development Administrator	1C45/1C52
Airport Building and Utilities Manager	1C44/1C51
Airport Operations Manager	1C43
Airport Police and Fire Chief	1D62
Application Analyst	1C43
Assistant Airport Building and Utilities Manager	1C43
Assistant City Attorney I	1C43
Assistant City Attorney II	1C44/1C51
Assistant City Attorney III	1C45/1C52
Assistant City Manager	E83
Assistant Controller	1D62
Assistant Department Director	1D71 – 1D72
Assistant Golf Professional	1B32
Assistant Pension Manager	1C43
Assistant Recreation Supervisor	1C41
Assistant Tennis Professional	1B32
Assistant Traffic Engineer	1C44/1C51
Associate Engineer	1C42
Associate Planner	1C41
Budget Analyst	1C42
Budget Officer	1D62
Business Analyst	1C43
Buyer	1C41
Chief Deputy City Attorney	1D72
Chief Fire Prevention Officer	1D61
Chief Information Officer	E83
Chief Probation Officer	1C44/1C51
Chief Prosecutor	1D61
City Arts Manager	1C44/1C51
City Engineer	1D72
Civil Engineer	1C43
Communications Specialist	1C41
Community Preparedness Program Manager	1C44/1C51
Crime Analyst Supervisor	1C45
Cultural Facility Supervisor	1C42
Data Architect	1C44
Department Director	E83
Deputy Airport Police and Fire Chief	1C45/1C52
Deputy CIO	1D71
Deputy City Attorney	1D71
Deputy Fire Chief	1D71
Deputy Police Chief	1D71
Developer	1C43

<u>Classification</u>	<u>Pay Range Numbers</u>
Digital Graphic Designer	1C43
Division Manager	1D61 – 1D63
Division Supervisor	1C43
Engineer	1C42
Environmental Remediation Administrator	1C45/1C52
Environmental Quality Specialist	1C43
Environmental Sciences Administrator	1C44/1C51
Environmental Scientist	1C41
Environmental Services Program Supervisor	1C44/1C51
Environmental Services Specialist	1C41
Event Coordinator	1C41
Event Facilitator	1C42
Executive Assistant	1C41
Finance Manager/City Treasurer	1D72
Finance Manager/Controller	1D72
Fire Battalion Chief	1D61
Fire Division Chief	1D63
Fire Medical Instructor/Coordinator	1C44/1C51
Fiscal Analyst	1C41
General Maintenance Supervisor I	1C41 – 1C43
General Maintenance Supervisor II	1C44/1C51
Geologist	1C44/1C51
Golf Professional	1C42
Housing Manager	1C45/1C52
Human Resources Specialist	1C41
Information Security Architect	1D62
Inspection Administrator	1C44/1C51
Inspection Supervisor	1C43
Labor Relations Attorney	1D71
Librarian	1C41
Library Manager	1D61
Management Analyst	1C41
Mobility Specialist	1C43
Museum Manager	1C44/1C51
Museum Specialist I	1B32
Museum Specialist II	1C41
Museum Specialist III	1C43
Network Engineer	1C43
Payroll Manager	1C44/1C51
Pension Manager	1D62
Plans Examiner	1C42
Planning Manager	1D62
Police Captain	1D64
Principal Budget Analyst	1C44/1C51
Principal Planner	1C45/1C52
Program Coordinator	1C44/1C51
Program Manager	1D61 - 1D62
Program Specialist	1C41
Public Safety Administrator	1C44/1C51
Purchasing Manager	1D62
Real Estate Administrator	1C45/C52
Real Estate Analyst	1C42
Recreation Manager	1C45/1C52
Recreation Supervisor	1C43
Risk Management Specialist	1C43
Risk Manager	1C45/1C52
Safety Coordinator	1C42
Section Engineer	1D61
Section Supervisor	1C41

<u>Classification</u>	<u>Pay Range Numbers</u>
Security Architect	1C52
Security Supervisor	1C42
Senior Accountant	1C43
Senior Application Analyst	1C44/1C51
Senior Budget Analyst	1C43
Senior Business Analyst	1C44
Senior Buyer	1C43
Senior Communications Specialist	1C44/1C51
Senior Data Architect	1C52
Senior Developer	1C52
Senior Division Manager	1D71
Senior Engineer	1C45/1C52
Senior Enterprise Architect	1D62
Senior Environmental Scientist	1C43
Senior Fiscal Analyst	1C43
Senior Housing Specialist	1C43
Senior Human Resources Specialist	1C44/1C51
Senior Librarian	1C44/1C51
Senior Management Analyst	1C44/1C51
Senior Network Engineer	1C44
Senior Planner	1C43
Senior Plans Examiner	1C45/1C52
Senior Program Specialist	1C43
Senior Safety Coordinator	1C43
Senior Security Architect	1D62
Senior System Administrator	1C44/1C51
Senior Technical Specialist	1C44/1C51
Senior Telecommunications Engineer	1C44/1C51
Smart City Coordinator	1C52
Special Projects Coordinator	1C44/1C51
Special Projects Engineer	1C45/1C52
Support Supervisor	1B32
System Administrator	1C43
Tennis Professional	1C42
Transportation Development Coordinator	1C43

SECTION 2. Ordinance No. 51-386 is hereby repealed.

SECTION 3. This ordinance shall be effective upon its passage and publication once in the official city newspaper.

ADOPTED by the governing body of the City of Wichita, Kansas, this 28th day of December, 2021.

Brandon Whipple, Mayor

Attest:

Karen Sublett, City Clerk

Approved as to form:

Jennifer Magana, Director of Law and City Attorney

ORDINANCE NO. 51-695
Non-Exempt Salary Ordinance

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 51-389, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. A schedule of standard pay ranges established for classifications in *Wichita Transit* represented by Teamsters Union Local #795, and in which employees are treated as non-exempt from the overtime provisions of the Fair Labor Standards Act, 29 U.S.C. § 201-219 (“FLSA”).

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 11, 2021 – December 09, 2022

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
5312	12.4187	12.7290	13.0473	13.3736	13.7079	14.0506	14.4018	14.7618
5314	14.1050	14.4575	14.8190	15.1895	15.5691	15.9584	16.3574	16.7662
5315	14.1050	14.4575	14.8190	15.1895	15.5691	15.9584	16.3574	16.7662
5316	14.7354	15.1038	15.4813	15.8684	16.2650	16.6718	17.0886	17.5158
5317	15.7900	16.1847	16.5893	17.0040	17.4290	17.8648	18.3114	18.7692
5320	18.1087	18.5613	19.0255	19.5010	19.9886	20.4883	21.0004	21.5255

Range	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
5312	15.1310	15.5092	15.8970	16.2945	16.7017	17.1191	17.5472
5314	17.1855	17.6151	18.0555	18.5069	18.9696	19.4438	19.9300
5315	17.1855	17.6151	18.0555	18.5069	18.9696	19.4438	19.9300
5316	17.9536	18.4025	18.8624	19.3341	19.8175	20.3129	20.8207
5317	19.2385	19.7194	20.2125	20.7178	21.2356	21.7665	22.3107
5320	22.0637	22.6153	23.1806	23.7601	24.3541	24.9630	25.5871

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SECTION 2. A schedule of standard pay ranges established for classifications for *variable, seasonal and/or intermittent* positions that are City employees and treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 25, 2021 – December 23, 2022

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
8405	8.1838	8.3883	8.5981	8.8130	9.0332	9.2592	9.4906	9.7280
8406	9.2487	9.4798	9.7170	9.9598	10.2088	10.4641	10.7256	10.9937
8408	9.9738	10.2234	10.4788	10.7409	11.0093	11.2846	11.5668	11.8560
8409	10.3811	10.6406	10.9067	11.1793	11.4586	11.7452	12.0388	12.3398
8410	10.8072	11.0775	11.3542	11.6382	11.9291	12.2273	12.5329	12.8463
8411	11.2384	11.5195	11.8074	12.1027	12.4052	12.7154	13.0333	13.3591
8412	11.7211	12.0141	12.3143	12.6222	12.9378	13.2611	13.5929	13.9326
8414	12.7404	13.0591	13.3854	13.7202	14.0632	14.4147	14.7752	15.1445
8415	13.3082	13.6408	13.9820	14.3316	14.6897	15.0570	15.4336	15.8192
8417	14.5329	14.8961	15.2686	15.6503	16.0415	16.4425	16.8537	17.2749

Range	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
8405	9.9711	10.2203	10.4759	10.7378	11.0061	11.2814	11.5634
8406	11.2686	11.5504	11.8392	12.1350	12.4386	12.7494	13.0681
8408	12.1523	12.4561	12.7675	13.0869	13.4138	13.7493	14.0929
8409	12.6483	12.9644	13.2886	13.6209	13.9616	14.3105	14.6682
8410	13.1675	13.4966	13.8340	14.1799	14.5344	14.8978	15.2704
8411	13.6931	14.0354	14.3864	14.7461	15.1146	15.4925	15.8797
8412	14.2809	14.6379	15.0040	15.3791	15.7635	16.1576	16.5615
8414	15.5230	15.9112	16.3089	16.7166	17.1346	17.5629	18.0020
8415	16.2148	16.6202	17.0356	17.4615	17.8980	18.3457	18.8042
8417	17.7068	18.1496	18.6033	19.0683	19.5449	20.0336	20.5345

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SECTION 3. A schedule of standard pay ranges established for positions represented by *Employee's Council and Service Employees International Union (SEIU)* in which employees are treated as non-exempt from the overtime provisions of the FLSA. Part-time positions may also be authorized in these pay ranges and start with an 8 in place of the 1 or 2.

** Hourly rates in this pay range are for law enforcement positions assigned to work a 42.5-hour work schedule.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 25, 2021 – December 23, 2022

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1609/ 2609	10.8543	11.1256	11.4038	11.6889	11.9811	12.2806	12.5876	12.9023
1610/ 2610	11.3001	11.5826	11.8722	12.1690	12.4732	12.7850	13.1047	13.4323
1611/ 2611	11.7511	12.0448	12.3460	12.6546	12.9710	13.2953	13.6276	13.9683
1612/ 2612	12.2554	12.5617	12.8758	13.1977	13.5276	13.8658	14.2125	14.5678
1613/ 2613	12.7669	13.0861	13.4133	13.7486	14.0923	14.4446	14.8057	15.1759
1614/ 2614	13.3214	13.6544	13.9958	14.3456	14.7043	15.0719	15.4487	15.8349
1615 /2615	15.0250	15.4006	15.7856	16.1803	16.5848	16.9994	17.4244	17.8600
1616/ 2616	15.3255	15.7086	16.1014	16.5039	16.9165	17.3394	17.7729	18.2172
1617/ 2617	15.6320	16.0228	16.4234	16.8340	17.2548	17.6862	18.1283	18.5815
1618/ 2618	16.3011	16.7086	17.1263	17.5545	17.9933	18.4432	18.9042	19.3768
1619/ 2619	17.0620	17.4886	17.9258	18.3740	18.8333	19.3041	19.7867	20.2814
1620/ 2620	17.8504	18.2967	18.7541	19.2230	19.7035	20.1961	20.7010	21.2185
1621/ 2621	18.7173	19.1852	19.6648	20.1565	20.6604	21.1769	21.7063	22.2490
1622/ 2622	19.6289	20.1197	20.6227	21.1382	21.6667	22.2083	22.7635	23.3326
1623/ 2623	20.5738	21.0881	21.6153	22.1557	22.7096	23.2773	23.8592	24.4557
1624/ 2624	21.5980	22.1380	22.6914	23.2587	23.8402	24.4362	25.0471	25.6733
1625/ 2625	22.6740	23.2408	23.8219	24.4174	25.0279	25.6535	26.2949	26.9523
1626/ 2626	23.8153	24.4107	25.0210	25.6465	26.2877	26.9449	27.6185	28.3090
1627/ 2627	25.0255	25.6511	26.2924	26.9497	27.6234	28.3140	29.0219	29.7474
1630/ 2630	29.0235	29.7491	30.4928	31.2551	32.0365	32.8374	33.6583	34.4998
1727**	---	---	---	---	39.8042	40.7993	41.8193	42.8647

Range	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
1609/ 2609	13.2249	13.5555	13.8944	14.2417	14.5978	14.9627	15.3368
1610/ 2610	13.7681	14.1123	14.4651	14.8267	15.1974	15.5773	15.9668
1611/ 2611	14.3175	14.6755	15.0424	15.4184	15.8039	16.1990	16.6039
1612/ 2612	14.9320	15.3053	15.6879	16.0801	16.4821	16.8941	17.3165
1613/ 2613	15.5553	15.9442	16.3428	16.7513	17.1701	17.5994	18.0393
1614/ 2614	16.2308	16.6366	17.0525	17.4788	17.9157	18.3636	18.8227
1615 /2615	18.3065	18.7642	19.2333	19.7141	20.2070	20.7121	21.2299
1616/ 2616	18.6726	19.1394	19.6179	20.1084	20.6111	21.1264	21.6545
1617/ 2617	19.0461	19.5222	20.0103	20.5106	21.0233	21.5489	22.0876
1618/ 2618	19.8613	20.3578	20.8667	21.3884	21.9231	22.4712	23.0330
1619/ 2619	20.7884	21.3082	21.8409	22.3869	22.9466	23.5202	24.1082
1620/ 2620	21.7490	22.2927	22.8500	23.4213	24.0068	24.6070	25.2222
1621/ 2621	22.8052	23.3753	23.9597	24.5587	25.1727	25.8020	26.4470
1622/ 2622	23.9160	24.5139	25.1267	25.7549	26.3987	27.0587	27.7352
1623/ 2623	25.0671	25.6938	26.3361	26.9945	27.6694	28.3611	29.0702
1624/ 2624	26.3151	26.9730	27.6473	28.3385	29.0469	29.7731	30.5174
1625/ 2625	27.6261	28.3167	29.0246	29.7502	30.4940	31.2564	32.0378
1626/ 2626	29.0167	29.7421	30.4857	31.2478	32.0290	32.8297	33.6505
1627/ 2627	30.4911	31.2534	32.0347	32.8356	33.6565	34.4979	35.3604
1630/ 2630	35.3623	36.2463	37.1525	38.0813	39.0333	40.0092	41.0094
1727**	43.9364	45.0348	46.1606	47.3146	48.4975	49.7100	50.9527

SECTION 4. A schedule of standard pay ranges established for *Airport Safety* positions in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 11, 2021 – December 09, 2022

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
6691* (24 Hour)	14.6930	15.0603	15.4369	15.8227	16.2183	16.6237	17.0394	17.4653
6693* (40 Hour)	20.5702	21.0843	21.6115	22.1516	22.7055	23.2733	23.8550	24.4514
6692* (24 Hour)	16.1622	16.5662	16.9805	17.4049	17.8400	18.2861	18.7432	19.2119
6694* (40 Hour)	22.6271	23.1928	23.7727	24.3668	24.9761	25.6006	26.2405	26.8966

Range	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
6691* (24 Hour)	17.9018	18.3494	18.8081	19.2783	19.7603	20.2543	20.7605
6693* (40 Hour)	25.0627	25.6893	26.3315	26.9897	27.6643	28.3560	29.0648
6692* (24 Hour)	19.6920	20.1845	20.6891	21.2063	21.7362	22.2800	22.8369
6694* (40 Hour)	27.5689	28.2583	28.9647	29.6416	30.4309	31.1918	31.9717

* Hourly rates in this pay range that are designated “24-Hour Shift” are for *Airport Safety* positions assigned to work 24-hour shifts with schedules based on a 27-day work period. The rates designated “40-Hour Week” are provided to accommodate the need to assign an employee in a position classification assigned to one of these ranges to a duty requiring that work be performed during a 40-hour per week schedule.

SECTION 5. A schedule of standard pay ranges established for commissioned and non-commissioned positions in the *Police Department* that are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 25, 2021 – December 23, 2022

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
4714	22.2425	22.7987	23.3686	23.9528	24.5516	25.1655	25.7946	26.4394
4716	28.1451	28.8488	29.5699	30.3092	31.0669	31.8437	32.6399	33.4558
4722	24.0085	---	---	---	---	---	---	---
4723	25.1391	25.7676	26.4116	27.0719	27.7490	28.4425	29.1536	29.8825
4724	27.6186	28.3090	29.0167	29.7420	30.4858	31.2478	32.0291	32.8298
4725	30.3722	31.1313	31.9096	32.7073	33.5251	34.3632	35.2223	36.1029

Range	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
4714	27.1004	27.7780	28.4724	29.1842	29.9138	30.6617	31.4282
4716	34.2922	35.1495	36.0280	36.9287	37.8520	38.7984	39.7684
4722	---	---	---	---	---	---	---
4723	30.6296	31.3953	32.1802	32.9846	33.8093	34.6545	35.5209
4724	33.6507	34.4918	35.3541	36.2380	37.1439	38.0725	39.0243
4725	37.0055	37.9306	38.8788	39.8507	40.8470	41.8682	42.9149

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SECTION 6. A schedule of standard pay ranges established for commissioned positions in the *Fire Department* in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 11, 2021 – December 09, 2022

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
3821	19.3608	---	---	---	---	---	---	---
3823* (40 Hour)	22.0418	22.5929	23.1576	23.7366	24.3300	24.9382	25.5617	26.2007
3824* (40 Hour)	24.3611	24.9701	25.5942	26.2341	26.8899	27.5621	28.2514	28.9576
3827* (40 Hour)	27.0102	27.6854	28.3776	29.0869	29.8142	30.5596	31.3235	32.1066
3891* (24 Hour)	15.7441	16.1376	16.5412	16.9547	17.3786	17.8131	18.2583	18.7148
3892* (24 Hour)	17.4006	17.8357	18.2816	18.7387	19.2071	19.6874	20.1794	20.6840
3893* (24 Hour)	19.2930	19.7753	20.2697	20.7765	21.2958	21.8283	22.3739	22.9333

Range	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
3821	---	---	---	---	---	---	---
3823* (40 Hour)	26.8558	27.5271	28.2152	28.9206	29.6438	30.3848	31.6068
3824* (40 Hour)	29.6813	30.4235	31.1841	31.9636	32.7628	33.5819	34.9326
3827* (40 Hour)	32.9093	33.7320	34.5754	35.4397	36.3258	37.2339	38.7315
3891* (24 Hour)	19.1827	19.6621	20.1538	20.6576	21.1742	21.7034	22.5764
3892* (24 Hour)	21.2010	21.7311	22.2743	22.8312	23.4019	23.9869	24.9518
3893* (24 Hour)	23.5066	24.0943	24.6966	25.3140	25.9469	26.5955	27.6652

* Hourly rates in this pay range that are designated “24-Hour Shift” are for fire protection positions assigned to work hour shifts with schedules based on a 27-day work period. The rates designated “40-Hour Week” are provided to accommodate the need to assign an employee in a position classification assigned to one of these ranges to a duty requiring that work be performed during a 40-hour per week schedule.

SECTION 7. A schedule of standard pay ranges established for professional positions in which employees are treated as non-exempt from the overtime provisions of the FLSA. Part-time positions may also be authorized in these pay ranges.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 25, 2021 – December 23, 2022

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1925	20.9669	21.4912	22.0284	22.5793	23.1437	23.7223	24.3153	24.9233
1926	23.4567	24.0432	24.6444	25.2604	25.8919	26.5391	27.2027	27.8834
1927	24.6487	25.2649	25.8964	26.5439	27.2073	27.8877	28.5847	29.2995
1928	25.8811	26.5283	27.1915	27.8715	28.568	29.2822	30.014	30.7647
1929	27.1754	27.8546	28.5509	29.2646	29.9962	30.7464	31.5148	32.3029

Range	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
1925	25.5464	26.185	26.8397	27.5105	28.1984	28.9033	29.626
1926	28.5797	29.2943	30.0268	30.7773	31.5468	32.3354	33.1438
1927	30.0321	30.7828	31.5526	32.3413	33.1497	33.9784	34.8278
1928	31.5336	32.3221	33.1301	33.9585	34.8074	35.6776	36.5694
1929	33.1103	33.9382	34.7865	35.6563	36.5477	37.4612	38.3979

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SECTION 8. OTHER PROVISIONS

1. Unless otherwise indicated in the schedule contained in Sections 1 through 8 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:
 - a) Service Officers, Security Screeners and Security Officers in the Police Department shall be allowed up to a maximum of \$450.00 in department credit or vouchers for replacement of uniforms in accordance with Departmental Policy. No allowance shall be paid in the year of initial uniform issue or any subsequent year in which all new uniforms are issued.
 - b) The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of \$125.00 for other non-commissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine which positions will require such uniforms and may revise and amend such determination at his/her discretion.
 - c) Reimbursement shall be made to eligible employees, of an amount not to exceed \$200.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.
 - d) Shift differential will be paid at a rate of \$1.00 per hour for hours actually worked between 6:00 p.m. and 6:00 a.m. for full-time non-exempt, non-represented and Employee's Council employees.
 - e) An employee who is put on standby status shall be compensated at the rate of \$1.00 per hour for every hour on standby status for full-time non-exempt, non-represented and Employee's Council employees.
 - f) The City Manager may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four weeks, or in accordance with approved Memoranda of Agreement with recognized employee organizations.
 - g) If an employee moves into a new classification because of a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid the employee.

If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.
2. In addition to the compensation provided for above, unless noted differently in an union contract, there shall be paid to each employee coming within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.
3. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.
4. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.
5. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.
6. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues that may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.

7. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.
8. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.
9. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.
10. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

SECTION 9. Ordinance No. 51-389 is hereby repealed.

SECTION 10. This ordinance shall be effective upon its passage and publication once in the official city newspaper.

ADOPTED by the governing body of the City of Wichita, Kansas, this 28th day of December, 2021.

Brandon Whipple, Mayor

Attest:

Karen Sublett, City Clerk

Approved as to form:

Jennifer Magana, Director of Law and City Attorney

ORDINANCE NO. 51-696

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCE NO. 51-388.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. Effective December 11, 2021, the rates of pay for all positions allocated to the titles below are prescribed according to the following schedule.

<u>Class Title</u>	<u>Pay Range Number</u>
Account Clerk I	1617 or 2617 or 8617
Account Clerk II	1619 or 2619
Account Clerk III	1621 or 2621
Administrative Aide I	1620 or 2620
Administrative Aide II	1623 or 2623 or 8623
Administrative Aide III	1926
Administrative Assistant	1928
Administrative Secretary	1621 or 2621
Airport Building Maintenance Mechanic	1623
Airport Building and Utilities Supervisor	1626
Airport Custodial Supervisor	1622
Airport Fleet Supervisor	1627
Airport Ground Facilities Supervisor	1625
Airport Operations Officer	1623 or 2623
Airport Operations Supervisor	1625
Airport Police and Fire Officer I	6691
Airport Police and Fire Officer II	6692
Airport Public Safety Supervisor	3893 or 3827
Airport Services Officer	2621
Animal Control Officer	2621 or 8621
Animal Display Attendant	2619
Animal Shelter Supervisor	2623
Assistant Airport Public Safety Supervisor	3892 or 3824
Assistant Golf Course Maintenance Supervisor	2621
Assistant Range Master	4716
Associate Accountant	1623
Bailiff	1617 or 8617
Body Shop Mechanic I	2622
Body Shop Mechanic II	2623
Building Attendant	8609
Bus Mechanic A	5320
Bus Mechanic B	5317
Bus Mechanic I	5321
Bus Mechanic II	5322
Bus Mechanic's Helper	5315
Bus Operator	5316
Bus Utility Worker	5312
Call Center Information Specialist I	2617 or 8617
Call Center Information Specialist II	2619
Child Development Specialist	1927
Clerical Aide	8609
Clerk I	2613 or 8613
Clerk II	1615 or 2615 or 8615

<u>Class Title</u>	<u>Pay Range Number</u>
Clerk III	1617 or 2617
Combination Inspector	2627
Combination Neighborhood Inspector	2627
Community Health Nurse I	1927
Community Health Nurse II	1929
Community Risk Reduction Officer I	3824 or 3892
Community Risk Reduction Officer II	3827 or 3893
Community Service Officer	2623
Community Support Specialist	2624
Crime Analyst	1928
Crime Scene Investigator	4714
Custodial Guard	1615 or 8615
Custodial Supervisor	1621
Custodial Worker I	1615 or 2615
Custodial Worker II	2617
Customer Clerk	8412
Customer Clerk Aide	8405
Customer Service Clerk I	1617 or 2617 or 8617
Customer Service Clerk II	1619 or 2619 or 8619
Department Intern	8612
Deputy City Clerk	1927
Digital Evidence Technician	2625
Docket Clerk	2618
Electrical and Elevator Inspector II	2625
Electrical and Elevator Inspector III	2627
Electrical Inspector	2623
Electrical Technician	1627
Electrician I	2621
Electrician II	2623
Electronics Technician I	1623 or 2623
Electronics Technician II	1625 or 2625
Electronics Technician III	1627 or 2627
Elevator Inspector	2623
Engineering Aide I	2618
Engineering Aide II	2620 or 8620
Engineering Aide III	1623 or 2623
Engineering Technician I	1624
Engineering Technician II	1626
Environmental Inspector	8410
Equipment Operator I	2617 or 8617
Equipment Operator II	2619
Equipment Operator III	2620
Event Worker I	2615 or 8615
Event Worker II	1617 or 2617
Family Development Specialist	1925
Field Supervisor	2625
Field Worker I	8406
Field Worker II	8414
Fire Captain	3893 or 3827
Fire Equipment Shop Supervisor	1626
Fire Fighter	3891 or 3823
Fire Investigator I	3892 or 3824
Fire Investigator II	3893 or 3827
Fire Lieutenant	3892 or 3824
Fire Medical Training Officer	3893 or 3827
Fire Protection Systems Specialist	3893 or 3827

<u>Class Title</u>	<u>Pay Range Number</u>
Fire Recruit	3821
Fire Training Instructor	3893 or 3827
Fiscal Specialist	1925
Forensic Examiner	1929
Gardener I	2617
Gardener II	2618
Gardening Supervisor I	2619
Gardening Supervisor II	2621
General Supervisor I	1623
General Supervisor II	1624 or 2624
Greenkeeper	2617
Grounds Maintenance Supervisor	2621
Head Lifeguard	8412
Heating and Air Conditioning Mechanic	2623
Housing Specialist	1925
Information Systems Coordinator	1926
Inspector	2622
Instructor I	8415
Instructor II	8417
Irrigation System Supervisor	1623
Irrigation Technician Aide	2618
Irrigation Technician I	2619
Irrigation Technician II	2621
Kennel Technician	8611
Labor Supervisor I	1621 or 2621
Laboratory Technician	2620 or 8620
Laborer	2616
Legal Assistant	1623
Legal Secretary	1620
Library Assistant	1619 or 8619
Lifeguard I	8406
Lifeguard II	8408
Management Fellow	8601
Machinist Mechanic	2622
Maintenance Mechanic	2621
Maintenance Mechanic Supervisor	1622
Maintenance Specialist	2619 or 8619
Maintenance Technician	1626
Maintenance Worker	2617 or 8617
Mechanic I	2618
Mechanic II	2622
Mechanic III	2623
Mechanic Supervisor	1624
Mechanical Inspector	2623
Museum Interpreter	8415
Neighborhood Inspector I	2623
Neighborhood Inspector II	2625
Neighborhood Inspector III	2626
Office Aide I	8406
Office Aide II	8409
Operations Supervisor I	1623
Operations Supervisor II	1624

<u>Class Title</u>	<u>Pay Range Number</u>
Parts Clerk	2622
Planning Technician	1623
Planning Analyst	1927
Plant Operator	2622
Plumber	2623
Police Detective	4724
Police Lieutenant	1727
Police Officer	4723
Police Records Specialist I	2617
Police Records Specialist II	2619
Police Recruit	4722
Police Sergeant	4725
Probation Officer	1625
Property Clerk	2621
Public Health Sanitarian I	2625
Radio Dispatcher	2621
Recreation Aide I	8405
Recreation Aide II	8406
Recreation Leader I	8409
Recreation Leader II	8412
Rehabilitation Loan Specialist	2627
Rehabilitation Specialist I	2623
Rehabilitation Specialist II	2625
Retirement Specialist	1928
Right-of-Way/Utility Coordinator	1929
Scorekeeper	8406
Secretary	1619 or 2619
Security Officer	2621
Security Screener	2617
Senior Building Permit Examiner	2627
Senior Call Center Information Specialist	2621
Senior Library Assistant	1622 or 8622
Senior Storekeeper	2621
Senior Traffic Investigator	1621 or 2621
Service Attendant	2616
Service Officer I	2620
Service Officer II	2623
Service Writer/Parts Assistant	2618
Sewer Line Technician	2622
Sign Painter	2621
Signal Electrician	2625
Special Water Service Representative	2620
SPIDER Dispatcher	2621
Sports Supervisor	8411
Storekeeper	2619
Street Inspector	2623
Street Inspector Supervisor	1624
Swimming Pool Manager	8415
Technical Support Intern	8612
Technical Support Specialist	1927
Ticket Clerk	8406
Traffic Investigator	1619
Traffic Signal Mechanic	2619
Tree Maintenance Aide	2616
Tree Maintenance General Supervisor	1624

<u>Class Title</u>	<u>Pay Range Number</u>
Tree Maintenance Inspector	2623
Tree Maintenance Supervisor	1623
Tree Maintenance Worker I	2619
Tree Maintenance Worker II	2621
Van Driver	5314
Vendor Support Specialist	1927
Water Line Technician	2620
Water Meter Reader	2619
Water Utility Worker	2618
Web Designer	1927
Worker I	8405
Worker II	8409

SECTION 2. Ordinance No. 51-388 is hereby repealed.

SECTION 3. This ordinance shall be effective upon its passage and publication once in the official city newspaper.

ADOPTED by the governing body of the City of Wichita, Kansas, this 28th day of December, 2021.

Brandon Whipple, Mayor

Attest:

Karen Sublett, City Clerk

Approved as to form:

Jennifer Magana, Director of Law and City Attorney

City of Wichita
City Council Meeting
December 21, 2021

TO: Mayor and City Council

SUBJECT: 2022 Insurance Program

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Receive, file and ratify the report.

Background: Annually, the City places a number of insurance policies and position bonds to provide coverage for risks to the City of Wichita, its assets and employees. These policies provide coverage for property, data processing, boiler/machinery, burglary/theft, employee dishonesty, excess workers' compensation, excess general liability, airport general liability, underground fuel storage, fine arts, travel, foreign travel, cyber activity, airport drone usage and employee group health stop loss insurance.

Analysis: Each year, City staff review all insurance coverages and policy provisions. To protect City assets and reduce the risk exposure, the City places the following lines of insurance coverage:

Property Insurance - All City-owned buildings and contents are covered against named perils with total insured values exceeding \$1 billion. The City's current insurance carrier issued a late change in business strategy requiring staff to obtain a two-month coverage extension at the current premium rate to March 1, 2022. This extension will allow staff to seek alternative quotes, negotiate premium rates and place new coverage without experiencing a coverage gap.

Workers' Compensation Excess Insurance - The City self-insures exposure to workers' compensation costs as permitted under K.S.A. 44-505(f). As a self-insured entity, K.A.R. 51-14-4 requires the City to purchase excess workers' compensation coverage to limit catastrophic exposure. Proposed workers' compensation excess coverage for 2022 will be placed with Safety National at a \$750,000 self-insured retention level. The proposed premium rate for 2022 will remain flat. Based on payroll, the estimated premium will total \$414,443.

Crime (Burglary/Theft) Policy - This policy covers losses due to employee theft, credit card theft, other theft or robbery, forgery of documents, fraudulent transfers of funds and acceptance of counterfeit currency or money orders. Depending on the type of loss, policy limits range from \$50,000 to \$1 million. The premium for 2022 will remain flat for an annual premium cost of \$12,449. Coverages include a \$50,000 sublimit for computer systems coverage and investigative expenses, and a \$250,000 sublimit for corporate deception fraud. This blanket policy is placed with Hartford Fire Insurance Company.

Travel Accident Insurance - This policy, written through Zurich, provides insurance against the loss of life or limb of full-time City employees and City Council members while traveling for bona fide City business outside of the City limits or world-wide. The aggregate policy limit is \$500,000, with the loss per individual limited to \$100,000. If more than five individuals were subject to the aggregate limit, the

policy limit would be split proportionately among the claimants. The 2022 premium cost will remain flat at \$1,000.

International Package - These policies, written through Chubb, provide for coverage to include \$1 million general and automobile liability limits, \$1 million for repatriation, \$250,000 limits for accidental death and dismemberment, \$5,000 limits for employee dishonesty, money and securities, and an aggregate of \$1 million for kidnap and extortion. For 2022, kidnap and extortion rates will increase 10.9% resulting in a combined premium totaling \$4,292.

Art Collection - The Wichita Art Museum maintains coverage on the fine arts collections. Policy limits for 2022 will remain at \$200 million for art within the museum; \$100 million for unnamed or temporary locations world-wide; \$100 million for art in-transit per conveyance world-wide; and \$200 million aggregate limit for any one loss. The premium for policy year 2022 will increase 7% to \$85,696. The policy is placed 50% with StarNet and 50% with XL Specialty.

Airport General Liability - The Airport maintains \$100 million in general liability insurance coverage with a \$1,000 deductible per occurrence. The policy is written through AIG with the 2022 annual premium increasing by 22% to \$57,870.

Airport Drone Liability - The Airport maintains \$1 million in scheduled aircraft liability insurance through Ace American Insurance Company as it relates to internal drone operations. The annual premium for this policy is \$720.

Underground Storage Tanks - The City maintains environmental liability insurance on 66 underground storage tanks managed by the Airport and Public Works & Utilities. Liability limits are \$1 million per incident protecting the City against environmental loss only. The annual premium for 2022 will remain flat at \$10,448. This policy is placed through Great American Insurance.

Federal Excess Liability - The City has purchased an excess liability insurance policy since June 2007. The coverage applies to federal litigation, general liability and out of state lawsuits where the Kansas Tort Claims Act would not protect the City of Wichita. This coverage is often maintained in cities similar in size to Wichita to serve as a backstop for significantly high-cost liability exposures. Some of these exposures include, but are not limited to, civil rights violations, discrimination, law enforcement actions, other federal actions and liability coverage for City vehicles when traveling outside the state of Kansas. For 2022, the City will maintain a \$2 million self-insured retention. Safety National will provide the first \$5 million of coverage for all excess lines over the retention for a premium totaling \$278,103. APR will provide limits of \$5 million for a second level of coverage over Safety National for all lines except law enforcement liability. APR's premium will total \$128,277. Kinsale will provide law enforcement liability only, with limits to \$5 million secondary to Safety National for a premium totaling \$109,977. AIG will provide an additional \$10 million in coverage for all lines over Safety National, APR and Kinsale's limits for an annual premium totaling \$297,500. Combined premiums will total \$813,857, a 30% premium increase over 2021.

Cyber Insurance - This policy, written through AXA XL, provides coverage consisting of network and privacy injury liability, privacy regulation proceedings and fines, privacy event expense, media liability, business interruption, social engineering, system failure and other coverage provisions. Premiums for 2022 will increase by 69% to \$90,000.

Group Health Stop Loss Insurance - The City's employee group health plan maintains a stop loss insurance policy that places annual monetary limits on what the self-funded health plan pays on behalf of a member. Paid claims exceeding the City's \$450,000 specific deductible are reimbursed to the Self Insurance Fund by the stop loss carrier, Optum. Based on claims experience and plan enrollment, the composite rate for 2022 will remain flat resulting in an estimated annual premium of \$1,285,949.

Financial Considerations: The premiums for the insurance policies and related programs and services are included in the 2022 Adopted Budget within the Self Insurance Fund. Several premium costs are reallocated to departments through the establishment of auto liability, building and contents, and workers' compensation insurance rates. Airport-specific coverage is budgeted and expended from the Airport Fund. Coverage for the Art Museum is budgeted within its funding allocation. The IT Fund finances the cyber coverage, reallocating the cost to internal customers through IT charges. Funding for the travel and accident insurance, the crime policy, underground storage tank liability and position bonding is absorbed within the Self Insurance Fund. Premium costs associated with group health stop loss insurance are paid by the Health Insurance Fund, as part of the City's Health Insurance Program.

Legal Considerations: The City's liability on tort claims is limited under K.S.A. 75-6105 to \$500,000 per claim. The City is allowed to self-insure workers' compensation based on K.S.A. 44-505(f), although excess workers' compensation coverage is required under K.A.R. 51-14-4. City Code 2.64.020 (h) authorizes the Purchasing Manager to negotiate the purchase of insurance coverage. Various position bonds are required by Sections 2.16.010 and 2.08.218 of the Code of the City of Wichita, Charter Ordinance 43, K.S.A. 12-4108 and 12-1013.

Recommendation/Action: It is recommended the City Council receive, file and ratify the 2022 Insurance Program, extend the current property insurance policy to March 1, 2022, authorize staff to negotiate and place a new property policy for the remainder of 2022, and authorize staff to make any necessary minor modifications of coverage details.

City of Wichita
City Council Meeting
December 21, 2021

TO: Mayor and City Council

SUBJECT: PROPEL Small Business Loan Fund Donation

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Approve the donation of \$100,000 from Intrust Bank to be used for the PROPEL (Providing Resources & Opportunities for Proprietors, Entrepreneurs & Lenders) Small Business Loan Fund and set up the project fund.

Background: On January 19, 2021, the City Council approved the use of \$88,000 of District 1 Hyatt Regency Wichita sale proceeds to be used for a revolving loan program targeting emerging and small businesses with preference for minority-owned and women-owned businesses. On May 24, 2021, the PROPEL District 1 Loan Fund launched. Applicants were given 30 days to complete the required materials to be considered for the loan fund. While several businesses applied, one was awarded funding based on the scope of the program.

Analysis: Upon further analysis of the program, it has been determined that all City Council districts can benefit from the PROPEL program, based on the applications received during the first phase of funding. The City has received a donation from Intrust Bank in the amount of \$100,000, in additional funding for the PROPEL program to be used city-wide for emerging and small businesses. Staff has worked on a brand change of the program to the PROPEL Small Business Loan Fund to encompass all districts in the next phase of the loan program.

Financial Consideration: There is no impact to the General Fund as a result of this action.

Legal Consideration: The Law Department has reviewed and approved as to form the Memorandum of Understanding.

Recommendation/Actions: It is recommended that the City Council approve the donation of \$100,000 from Intrust Bank to be used for the PROPEL Small Business Loan Fund, set up the project, and authorize the necessary signatures.

Attachments: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

By and Between

THE CITY OF WICHITA, KANSAS (CITY)

AND

INTRUST BANK (INTRUST)

WITNESSETH:

Whereas INTRUST has been active in community affairs for many years, at times enhancing the livability and improving the quality of life in Wichita, and fostering the development of entrepreneurial enterprises; and

Whereas INTRUST has donated \$100,000 towards the PROPEL Small Business Loan Fund to further support this goal; and

Whereas the City Council of the City of Wichita have endorsed and taken action to accept said donation on behalf of the City.

NOW THEREFORE, the parties do hereby agree as follows:

1. INTRUST has provided \$100,000 in funding to be used for the financing of loans through the PROPEL Small Business Loan Fund.
2. CITY agrees to accept the donation of funding for the PROPEL Small Business Loan Fund.
3. All donations and payments shall be used for the purposes of the PROPEL Small Business Loan Fund, and repayments by program borrowers of loans financed by said donations shall also remain in the PROPEL Small Business Loan Fund for the purposes of such fund, following the execution of this MOU.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

INTRUST BANK

, President

Date

THE CITY OF WICHITA, KANSAS

Brandon J. Whipple, Mayor

Date

APPROVED AS TO FORM:

Jennifer Magana, City Attorney
and Director of Law

Date

ATTEST:

Karen Sublett, City Clerk

Date

City of Wichita
City Council Meeting
December 21, 2021

TO: Mayor and City Council

SUBJECT: Subrecipient Agreement with NetWork Kansas

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the subrecipient agreement with NetWork Kansas for the PROPEL Small Business Loan Fund and authorize the necessary signatures.

Background: On July 21, 2020, the Wichita City Council designated \$270,000 from program year 2020-2021 Community Development Block Grant funds for special economic development. Funds in the amount of \$50,000 were set aside for a façade improvement program to supplement the program offered by the Office of Economic Development. The remaining \$220,000 was allocated for the execution of CDBG-eligible small business assistance activities.

In May 2021, the city launched the District 1 PROPEL (Providing Resources & Opportunities for Proprietors, Entrepreneurs & Lenders) loan program. Funding to support this loan program came from Wichita District 1's proceeds from the sale of the Hyatt hotel. PROPEL provided loans up to \$15,000 to small businesses that have the ability to repay a loan, but may not be able to secure traditional financing to fuel the growth of their business. The City contracted with NetWork Kansas to service the loans made as part of the PROPEL loan program. Loans must be repaid within 36 months and have a 3% interest rate.

Analysis: PROPEL, despite being a loan program for District 1, garnered much interest from businesses and residents in other districts. Upon further analysis of the program, it has been determined that eligible businesses in all City Council districts can benefit from the PROPEL program.

The CDBG funds set aside for small business assistance in 2020 are a natural fit for the next iteration of the PROPEL Small Business Loan Fund. CDBG funds, along with the remaining funds from the sale of the Hyatt, and a donation from Intrust Bank, will serve as sources for the loan program open to all City districts. The City anticipates a re-launch in the first quarter of 2022.

Loans will not exceed \$20,000 and will have a 3% interest rate; NetWork Kansas will service the loans over a period not to exceed three years. For a PROPEL loan to be funded with CDBG funds, the business must serve low to moderate income neighborhoods and persons, as defined by census tract data.

Financial Considerations: There is no impact to the General Fund.

Legal Considerations: The Law Department has reviewed and approved the subrecipient agreement with NetWork Kansas as to form. (missing period)

Recommendation/Actions: It is recommended that the City Council approve the subrecipient agreement with NetWork Kansas for the PROPEL Small Business Loan Fund and authorize the necessary signatures.

Attachment: Subrecipient Agreement

SUBREICIPIENT AGREEMENT

between

**THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

and

**KANSAS CENTER FOR ENTREPRENEURSHIP, A KANSAS NOT-FOR-
PROFIT CORPORATION, D/B/A NETWORK KANSAS**

For

Special Economic Development/Small Business Assistance

**Funded through the
Community Development Block Grant (CDBG) Program
B-20-MC-20-0004 Total federal award: \$2,968,676
Performance Period: January 1, 2022 – December 31, 2024**

Amount of federal funds obligated by this action: \$220,000

Total amount of federal funds obligated to this subrecipient: \$220,000

Total amount of the federal award committed to this subrecipient by the pass-through entity: \$220,000

Sally Stang, Director
Housing and Community Services Department
455 N. Main St. – 10th Floor
Wichita, Kansas 67202
Phone (316) 462-3725
Fax (316) 337-9103

Federal award date: _____

Date agreement fully executed: _____

**PART A
AGREEMENT**

THIS CONTRACT (hereinafter the “Agreement”) entered into this 21st day of December, 2021 and dated to be effective January 1, 2022, by and between the City of Wichita, Kansas (hereinafter the “City”) and Kansas Center for Entrepreneurship, a Kansas not-for-profit corporation, d/b/a NetWork Kansas, (hereinafter the “Subrecipient”), located at 550 N. 159th Street East, Suite 208, Wichita, KS 67230.

WITNESSETH THAT:

WHEREAS, the City of Wichita has entered into a funding Agreement with the United States of America for the Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution of projects and activities under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383, 42 USC 5301 et. seq.) under the Community Development Block Grant (CDBG) Program hereinafter referred to as CDBG; and

WHEREAS, the City has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita pursuant to HUD for implementation of a CDBG program; and

WHEREAS, the department of Housing and Community Services is authorized to act on behalf of the City in implementing this grant Agreement; and

WHEREAS, the cooperation of the City and the Subrecipient is essential for the successful implementation of a public service project under the CDBG program; and

WHEREAS, on July 21, 2020 the Wichita City Council designated \$270,000 from anticipated 2020-2021 CDBG funds for Special Economic Development/Small Business Assistance; and

WHEREAS, on December 21, 2021, the Wichita City Council obligated federal funds in the amount of \$220,000 for the execution of the CDBG-eligible, small business assistance approved activity, (hereinafter the “Program”); and

WHEREAS, and Kansas Center for Entrepreneurship, a Kansas not-for-profit corporation, d/b/a NetWork Kansas, in furthering its charitable mission, has developed expertise in making and administering grants and loans, in Kansas communities; and

NOW, THEREFORE, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:

1. SCOPE OF SERVICES

1. Scope of Services: The Subrecipient will administer any loan funded by the City under the Program with respect to which the City requests in writing that the Subrecipient provides the Services, and the Subrecipient accepts in writing ("Loan"). In administering a Loan, the Subrecipient will generally perform the Services set forth on **Exhibit A** and **Exhibit C** unless otherwise agreed to by the parties in writing. The Subrecipient may exercise such authority in connection with performing the Services as the Subrecipient may deem necessary or desirable, consistent with the terms of this Agreement and applicable law. To permit the Subrecipient to effectively administer Loans, the City will satisfy the responsibilities set forth on Exhibit B. The Subrecipient, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the City and as outlined per PART B
2. Loan Documentation: The Subrecipient will hold CDBG Loan documentation for the benefit of the City and administering the Program in accordance with this Agreement. The ownership of the Loan documentation will remain vested in the City although the Subrecipient may make and retain copies of information as reasonably necessary for its records, including for its business and compliance purposes. The Subrecipient will also, upon the City's request, make such records available for review by a representative of the City during normal business hours.
3. Action Upon Default and Collections: The Subrecipient will notify the City of a "problem Loan" when a payment is at least 60 days past due. Unless the City elects otherwise by written notice to the Subrecipient, the Subrecipient will be responsible for all collection activities relating to a Loan. The Subrecipient agrees to perform all collection activities in compliance with the applicable law. Upon consultation with the Subrecipient regarding the collection activities, and subject to the availability of funds properly budgeted and appropriated for such purposes, the City will be responsible for legal fees incurred for all collection activities relating to a Loan.
4. Sale of Transfer of Loan: The City may elect at any time to sell, transfer or otherwise assign a Loan, and following receipt of written notice thereof by the Subrecipient, it will take all reasonable actions necessary for the orderly transfer of the Loan, and following such transfer, the Subrecipient's provision of Services for such Loan will cease.
5. Compensation: The Subrecipient will charge a processing fee of \$30.00 for each monthly payment to be paid by the borrower. The Subrecipient waives any additional setup fees to execute, close, and administer loans. The Subrecipient and the City will review compensation 90 days prior to the renewal of this Agreement to determine if any changes to compensation are appropriate.
6. Optional Services: The City has the option to utilize the Subrecipient's "Help Desk" services as outlined in Exhibit C. Costs for these services will be an annual fee of 1% of funds deployed. (Example: If \$50,000 in loans have been deployed, the annual fee for that year would be \$500.00). To permit the Subrecipient to effectively administer help desk services the City will satisfy the responsibilities set forth on Exhibit D. The Subrecipient and the City will review compensation 90 days prior to the renewal of this Agreement to determine if any changes to compensation are appropriate.
7. Revision of Scope: The performance criteria and objectives may be modified, revised or amended upon the joint written consent of the parties. The City may revise the approved objectives, accomplishments, and budget items in PART B and C when necessary. The Subrecipient may request a budget revision at any time throughout the duration of this Agreement. However, prior to any

purchases under the new budget, the City must approve the revision in writing. Approval may be in the form of a letter, a fax, or an email.

2. COMMENCEMENT AND COMPLETION

1. Time of Performance: The services of the Subrecipient are to commence as soon as practicable on or after the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period ending December 31, 2024. All expenditures associated with implementation of this activity must be submitted for reimbursement by January 15, 2025.
2. Close-out Period: The Subrecipient has 30 days following the performance of this activity during which to conduct and complete close-out requirements associated with this Agreement. Final accomplishment and outcome reports are due to the City by January 31, 2025.
3. Contract Completion Date: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on February 28, 2025.

3. COMPENSATION AND USE OF FUNDS

Regulation for Use of Funds: The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Parts 570, other regulations governing the use of contract funds, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. ***It is the Subrecipient's responsibility to read, understand, and comply with these regulations.***

1. Uniform Grant Administrative Requirements and Cost Principles: During the administration of this contract, the Subrecipient shall comply with, and adhere to:
 - a. 2 CFR Chapter II Part 215; and
 - b. 2 CFR Chapter II Part 230
2. Total Payments: Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed \$220,000, which must be drawn on a monthly basis. At the sole discretion of the City, any funds remaining unexpended as of February 28, 2025 may be de-obligated from this Agreement and made available for other eligible projects, as determined appropriate by the City.
3. Loan Funding Requests and Reimbursement Requests: For specific loans approved by the City, the subrecipient must submit requests for loan funding payments no later than 21 calendar days prior to the loan closing date. Said requests must include the borrower name, address, the amount of the loan to be funded, and any other information or documentation deemed to be necessary by the City. Otherwise, this is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in PART B, and for which the Subrecipient has made payment during the period of performance set forth in item Section 2.1 above. The City agrees to reimburse the Subrecipient for such costs, and payment shall be made upon receipt of a request for reimbursement form as provided by the City, accompanied by a monthly progress report from the Subrecipient specifying the services performed and expenses incurred. All requests for reimbursement must be accompanied by an invoice which identifies the address to which payment should be remitted, documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.), and other supporting documentation. Supporting documentation must be accompanied by an agency payment voucher

providing this information and a copy of the signed check with which the payment was made. Requests for reimbursement must be received by the 15th day of the month following the month during which the expenditure was paid.

4. Double Reimbursement: The Subrecipient must not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue. The City must ensure that no duplication of benefits (DOB), as defined in the Housing and Community Development Act of 1974 (as amended), 24 CFR Parts 570 occurs. A DOB occurs when any subrecipient receives funding assistance from multiple sources of funding for the same expenses. Federal law prohibits agencies administering federal funds from providing assistance to any person, business concern, or other entity for any part of such loss as to which he has received financial assistance under any other program or from insurance or any other source. If the City determines that a DOB has occurred, funds must be recaptured that are in excess of need and duplicate other assistance received by the beneficiary for the same purpose. The Subrecipient must submit the Duplication of Benefits Certification, PART D, with the Requests for Reimbursement by the 15th day of the month following the month during which the expenditure was paid.
5. Restriction on Disbursements: CDBG funds shall not be disbursed to a Subrecipient or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this Agreement. Disbursements may be suspended or terminated under this Agreement upon refusal to accept any additional conditions that may be imposed by the City at any time or if the entitlement funds to the City of Wichita under the Federal Act(s) are suspended or terminated.
6. Withholding Payments: All payments to the Subrecipient are subject to the Subrecipient's compliance with this Agreement. Any breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.
7. Closeout Reimbursement: Closeout billings must be submitted by January 31, 2025. If not submitted, the unexpended funds shall revert to the City of Wichita.
8. Program Income: The Subrecipient agrees to abide by the Program Income Requirements set forth in 24 CFR 570.504(c). Program Income is defined as gross income received by a unit of local government (City) or a Subrecipient of a unit of general local government (City) that was generated from the use of CDBG funds. Loan payments generated under the loan servicing agreements, less the applicable processing fee, are considered program income.

The Subrecipient agrees to remit all Program Income to the City by the received by the 15th day of the month following the month during which the income was received. Program Income that is received by the Subrecipient before closeout of the grant that generated the income is treated as additional CDBG funds and is subject to all federal regulations and policies governing the program. Under limited circumstances, the City may approve the use of CDBG Program Income for the purpose of capitalizing a revolving loan fund for specific identified activities. Payments to a revolving loan fund are Program Income and must substantially be disbursed from the revolving loan fund before additional grant funds are drawn from the City for revolving loan fund activities.

Regardless of whether Program Income is remitted to the City or spent on other CDBG-eligible costs, documentation of the receipt of Program Income, such as supporting schedules identifying the project and the source of income, must be submitted to the City by the 15th day of the month following the month during which the income was received. When Program Income is generated by

an activity that is only partially assisted with CDBG funds, the Program Income shall be prorated to reflect the percentage of said funds used. Donations to the program covered by this agreement are not considered program income.

At the end of the term of this Agreement, as described in Section 2.1, the City may require remittance of all or part of any Program Income balances (including investments thereof) held by the Subrecipient (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum draw down, or cash or investments held for Section 108 security needs).

4. USE AND DISPOSITION OF PROPERTY

1. Disposition of Expendable/Non-Expendable Personal Property: The Subrecipient must obtain written authorization from the City before disposing of an item of equipment with an original cost exceeding \$1,000. All proceeds from the sale of property purchased with any of these federal funds must be returned to the City. The Subrecipient agrees the City may file the appropriate legal instrument(s) necessary to protect the City's financial interest.

All office equipment and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise specified in PART B.

Upon expiration and/or termination of any ongoing Agreement, the Subrecipient shall immediately return to the City said office equipment and other property unless otherwise authorized by the City.

2. Disposition of Real Property: All real property purchased or otherwise acquired under the terms of this contract shall be under title of the City unless otherwise specified in PART B.

5. ASSIGNMENTS

1. Assignability: Neither the City nor the Subrecipient shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.
2. Subcontracting/Third Party Contracts: The Subrecipient agrees to furnish the City with a copy of any and all third party contracts that it executes in the performance of the work to be undertaken within the scope of this Agreement.

The Subrecipient agrees to incorporate or cause to be incorporated in all third party contracts or subcontracts funded under the CDBG program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third party contract that is not in accordance with the outlined budget in this Agreement shall be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Subrecipient.

6. AUDITS AND INSPECTIONS

1. Audits and Inspections: The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Controller of the City of Wichita. Subrecipient personnel will

make available to City staff and any other auditor authorized by the City, all program and accounting records and financial statements needed to meet the requirements of 2 CFR 200.300 through 200.309 and Subpart F. If any portion of the funds approved by this contract is subcontracted to other organizations for the delivery of objectives and criteria, the Subrecipient will ensure that the fiscal and performance records of the subcontractor will be available for inspection by Comptroller Office personnel or duly authorized auditors; by including appropriate clauses in all of its subcontracts.

Subrecipients that expend \$750,000 or more during the fiscal year in Federal Awards must have a single audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F. Single audit requirements will remain in effect until all sub-award funds are expended and audited.

Any Subrecipient receiving less than \$750,000 in Federal funding shall not be required by the City to undergo an annual independent audit of the CDBG expenditures under this Agreement. Furthermore, no expenditures with respect to any such audit undertaken by the Subrecipient of its own initiative shall be chargeable to the funds under this Agreement. All audit reports are due on or before one year after the close of the program year. Before the due date, the Subrecipient should submit to the City (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In event of the latter, the City will respond in writing to the Subrecipient to approve or disapprove the request.

7. SUBRECIPIENT RESPONSIBILITIES

1. Compliance with Laws: All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments. Further, the Subrecipient agrees to perform services pursuant to the provisions of this contract and Federal and City regulations, rules and policies and special assurances included therein.
2. Non-Municipal Personnel and Services: All services required herein will be performed by the Subrecipient under the direction of its Board of Directors or other governing body. Any services outside the budget line or the Scope of Services which the Subrecipient deems necessary to assign to a subcontractor, must first have written approval from the City unless otherwise specified in PART B.

8. DOCUMENTATION AND RECORD KEEPING

1. Establishment and Maintenance of Records: The Subrecipient shall establish and maintain records as prescribed by HUD and/or the City, with respect to all matters covered by this contract.
2. Record Requirements: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 and 570.507, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities and all program participants;
 - d. Records which demonstrate compliance with the requirements in 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG assistance;
 - e. Records that demonstrate compliance with citizen participation requirements;

- f. Records which demonstrate compliance with requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing;
- g. Records documenting compliance with all Federal Fair Housing and Equal Opportunity regulations in the use of CDBG funds;
- h. Financial records that document all transactions and that can be properly documented and audited, as required by 24 CFR 570.502, and 2 CFR Chapter II Part 215;
- i. Agreements and other records related to lump sum disbursements to private financial institutions for financing rehabilitation as prescribed in 24 CFR 570.513;
- j. Other records necessary to document compliance with Subpart K of 24 CFR 570;
- k. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents;
- l. Copies of all third party or subcontracts; and
- m. Detailed records on Subrecipient's organization, financial and administrative systems, and the specific CDBG-funded project(s) or activities.

Please note that the above descriptions are brief and provide only a summary of the records the Subrecipient is required to maintain. The Subrecipient must consult 24 CFR 570.506 for a detailed description of the required records.

3. Retention: In accordance with 24 CFR 91.105(h), citizen participation requirements, the Subrecipient must retain all financial records, supporting documents, statistical records, and all other records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by HUD for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report to the City of Wichita. Records for non-expendable property acquired with funds under this Agreement shall be retained for five years after final disposition of such property. If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the five year period, the records must be retained until completion of the action and resolution of issues which arise from it, or until the end of the five year period, whichever is later. All files and records will be made available during normal business hours and other reasonable times for review by the City or by HUD.
4. Documentation of Costs: All costs must be supported by proper documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.
5. Inventory Management: The Subrecipient must submit an annual statement identifying the status of all equipment and non-real property items purchased with CDBG funds by the contract termination date. The status report should inventory all equipment and non-real properties purchased with CDBG funds and state the condition of the equipment and its location.
6. Access to Records: The Subrecipient agrees that the City, HUD, or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project. The City reserves the right, on demand and without notice, to review all of the Subrecipient's files associated with this Agreement where payments are based on a record of time, salaries, materials, or actual expenses. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient; therefore, it is the Subrecipient's responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the

City and/or HUD to ensure compliance with this Agreement and with all local, state, and Federal regulations.

9. PROGRAM EVALUATION

1. **Performance Measures:** During the Grant Agreement Period, the Subrecipient agrees to work diligently towards the objectives and projected accomplishments outlined in PART B, and to assist the City in demonstrating appropriate program benefits for the project activities implemented by Subrecipient. If it is determined that any of these objectives will not be completed within the identified timeframe, a request for an extension must be submitted to the City for consideration. However in no instance may accomplishment data reflect activity occurring after December 31, 2024. Such a request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can reasonably be accomplished. Failure to meet the objectives in PART B will represent grounds for imposition of sanctions as found in Section 11.2. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance.
2. **Reporting:** The Subrecipient is required to submit monthly performance reports as specified in PART B no later than the 15th calendar day following the start of the new month (unless otherwise specified), as well as other information and data required by the City to respond to current HUD regulations and for the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) and/or the Integrated Disbursement Information System (IDIS) project set-up and completion activities. Accomplishment and financial reports must be received before the City can honor requests for funds. As stated in Section 11.2, sanctions will be imposed upon the Subrecipient for failure to satisfy report due dates.
 - a. The City's Accomplishment Report form;
 - b. A description of all project activities that have taken place during the reporting period, including all outreach activities and public participation events;
 - c. Photographs and newspaper/media clippings of progress to date, if applicable;
 - d. A description of any anticipated problems or obstacles, and a plan for how those future obstacles will be addressed;
 - e. A description of how objectives specified for achievement by that date have been met, OR a description of obstacles that have prevented those objectives from being met, how those obstacles are being addressed, and a new anticipated date of completion for those objectives;
 - f. A description and dollar amount of funds spent to date, and how much of those funds have already been reimbursed;
 - g. A description of the number and qualifying low to moderate income characteristics of persons or households assisted to date;
 - h. Other supportive information or documentation, as applicable; and
 - i. Any other reports or documentation as requested by the City or HUD.
3. **Client Data:** The Subrecipient agrees to maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, ethnicity, race, gender, age, head of household, income level, disability, homeless status, or other basis for determining eligibility, and a description of the service provided.

4. Accomplishment Reports: The Subrecipient agrees to submit project activity and progress reports to the City on a monthly basis and other reports as may be required or requested by the City or HUD. Accomplishment Reports will include, as applicable, at a minimum:
 - a. A description of the number and qualifying low to moderate income characteristics of persons or households assisted with CDBG funds to date;
 - b. Other supportive information or documentation, as applicable; and
 - c. Any other reports or documentation as requested by the City or HUD
 - d. And requirements listed in section 9.2 above
5. Final Accomplishment Reports: Final, year-end performance reports will also serve as the final project report, and will include, in addition to the requirements listed in items 9.2 and 9.4 above, a thorough assessment of the project, including successes and weaknesses; a comparison of projected accomplishments and objectives to actual accomplishments and goals achieved, including reasons for any discrepancies between the two; notation of any funds that were not expended and reasons why; total number and qualifying low to moderate income characteristics of persons or households assisted with funds or other resources leveraged by using other funds, including any donations that would not have been received without assistance; and identification of future related projects that may be eligible for assistance. This final report will be due January 31, 2025 or the date of final request for reimbursement, whichever is sooner.

10. PROGRAM MONITORING

1. General: City staff will evaluate progress based on the objectives, criteria, work schedule and budget in PART B, to determine if it is consistent with the initial purpose of the project, the City's strategies, comprehensive and neighborhood plans, and if it has a positive impact on the City and its neighborhoods. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel. This includes, but is not limited to, performance records and interviews with the Subrecipient staff and project participants, as required by the City. City personnel will also make field inspections at the office/job site(s) if:
 - a. The Subrecipient fails to take recommended corrective action on two consecutive desk audits;
 - b. Projects are at high risk of error for activities that serve large number of people;
 - c. Projects are at high risk based on the amount of funds involved.
2. Financial Monitoring: City staff shall monitor, review, and evaluate the financial procedures of the Subrecipient through documents submitted to the City and on-site monitoring. The Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement.
3. Programmatic Monitoring: City staff shall monitor, review, and evaluate the Subrecipient. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

The Subrecipient shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban

Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

4. Projects Involving Construction or Renovation: For all projects requiring building construction or renovation, the construction/renovation must comply with the City building code and all zoning regulations. Additionally, for construction/renovation projects, including façade improvements, a City official will complete a site inspection prior to reimbursements to ensure that materials for which a reimbursement is requested are in place on the building. Reimbursements for construction/building materials and façade improvements will only be made once the materials are in place.
5. Monitoring Letters and Reports: Written reports of the City's monitoring findings will be provided to the Subrecipient within 30 days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.
6. Subrecipient Response: The Subrecipient shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

11. TERMINATION, SANCTIONS AND CLOSEOUTS

1. Termination: In the event that the Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with 2 CFR 200.338 through 200.342. The City may also terminate this Agreement for convenience.

Furthermore, funding to be made available by the City under this Agreement has been approved by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

In the event of termination of this Agreement by the City, due to Subrecipient noncompliance as set forth above, the Subrecipient shall refund to the City all unexpended monies provided under the Agreement. At the City's discretion, the Subrecipient may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

- a. Reasonable description of the default/reason for termination;
- b. Demand for a cure; and
- c. Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

2. Imposition of Sanctions: The City reserves the right to impose sanctions on the Non-profit Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of

this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Non-profit Subrecipient to return funds already received, or barring the Non-profit Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the (1) City provides the Non-profit Subrecipient written notice of the alleged violation of a term of this Agreement or alleged failure to comply with any term of this Agreement which (a) provides a reasonable description of the alleged default or reason for proposed imposition of sanction; (b) demands a cure; and (c) provides a reasonable period of time within which a cure must be effected which is not less than five, nor more than fifteen, business days measured from the actual receipt of said notice; and (2) the Non-profit Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.

3. Closeout: The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, submitting final reimbursement request and final activity/progress report to the City, disposing of project assets (including the return of all equipment, program income balances, and receivable accounts to the City), and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Subrecipient.
4. Reversion of Assets: The Subrecipient agrees that upon termination of this Agreement by any means, all real property of a value in excess of \$25,000 under control of the Subrecipient by mortgage contract or otherwise, that is not titled in the name of the city and not so transferred, shall be treated as follows:
 - a. The property shall be used, for a minimum period of five (5) years from the termination of this Agreement, and for such additional time as determined to be appropriate by the City, to meet the national objective of benefiting low to moderate income persons and/or preventing or eliminating slum or blight.

After satisfaction of the designated time period and an approved use, no payment is due.

- b. In lieu of such use, the Subrecipient shall pay to the City an amount equal to the current fair market value of the property, less any portion of the value of the property attributable to expenditures of non-CDBG funds. These payments are Program Income when received.
5. Property of the City: Any data or material furnished by the City to the Subrecipient shall remain the property of the City, and when said data or material is no longer needed by the Subrecipient for the performance of this Agreement, it shall be returned to the City.

12. TAXES

Payment of Taxes: The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Subrecipient, and all such taxes shall be paid by Subrecipient; however, should the City nevertheless pay any such taxes, the Subrecipient shall immediately reimburse the City.

13. LAWS, REGULATIONS AND SPECIAL CONDITIONS

The information in this Article is included for the convenience of the Subrecipient and to inform the Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of funds makes them subject. ***For the actual regulatory or statutory requirements, the Subrecipient should consult the actual laws, regulations, and documents referenced in this Article.*** In addition to the other requirements set forth herein, the Subrecipient shall likewise comply with the applicable provisions of Subpart K of 24 CFR 570, in accordance with the type of project assisted. All of the referenced regulations are available online, and upon request, the City may provide these materials to the Subrecipient.

1. Debarment and Suspension: In accordance with 24 CFR 24, the Subrecipient shall not employ or otherwise engage any debarred, suspended, or ineligible contractors or subcontractors to conduct any activities under this Agreement. The Subrecipient will consult appropriate references, including but not limited to the Excluded Parties Listing System website at www.sam.gov, to ascertain the status of any third parties prior to engaging their services. The Subrecipient will submit to the City the names of contractors and subcontractors selected under this Agreement, including a certification by the Subrecipient that it has determined that none of these entities are presently debarred, suspended, or ineligible.
2. Emerging Business Enterprises: If a Subrecipient solicits or requests an invitation for bids, every effort feasible will be made to contact emerging, minority-owned, and women-owned business enterprises for a response to the solicitation or invitation for bidders. If utilizing a minority subcontractor, the Subrecipient shall summarize what portion of the project the minority subcontractor handled. At the end of the project, the Subrecipient shall submit a summary of all payments made to the minority subcontractor(s). The Subrecipient shall submit all necessary forms with quarterly reports to assure compliance with this requirement.
3. Building and Zoning Regulations and Permits: The Subrecipient agrees to comply with all laws of City of Wichita and the State of Kansas. In particular, the Subrecipient shall comply with all applicable building and zoning regulations. In addition, the Subrecipient shall obtain all necessary permits for intended improvements or building activities.
4. Environmental Review: In accordance with 24 CFR 570.604, the activities under this Agreement are subject to environmental review requirements. Such requirements may include, but are not necessarily limited to, activities related to historic districts and/or properties, floodplain management and wetland protection, noise, wild and scenic rivers, air quality, farmlands protection, environmental justice, airports, site contamination, and hazardous facilities. There shall not be any costs incurred or obligation of funds until such time as an Environmental Review (ER) is completed for each project (generally one per project). The ER shall be completed by the City. The Subrecipient also agrees to comply with the following regulations insofar as they apply to the use of CDBG funds:
 - a. Clean Air Act, 42 USC, 1857, et seq.;
 - b. Federal Water Pollution Control Act, as amended, 33 USC 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
 - c. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended;
 - d. National Environmental Policy Act of 1969; and
 - e. HUD Environmental Review Procedures (24 CFR 58).

Subrecipient should note that completion of the ER is the City's responsibility. Nothing in this section or in any other part of this Agreement should be construed as relieving the City of this responsibility or placing this responsibility on the Subrecipient.

5. Fire Protection: The Subrecipient agrees to comply with the Fire Administration Authorization Act of 1992. This Act requires that existing dwelling units receiving housing assistance under this contract, including operating assistance, must be protected by hard-wired or battery-operated smoke detector(s) installed in accordance with NFPA. 72.
6. Section 504 - Persons with Disabilities: The Subrecipient, in the implementation of projects funded by this Agreement and in all of its other operations, will comply with all requirements of Section 504 of the Rehabilitation Act of 1973 (29 USC 794) (and the implementing regulations at 24 CFR 8), the Americans with Disabilities Act of 1990 (PL 101-336), and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify the City from and against any and all liability for any noncompliance on the part of the Subrecipient.
7. Discrimination Prohibited: No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any project or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. For purposes of this section, "project or activity" is defined as any function conducted by an identifiable administrative unit of the Subrecipient receiving funds pursuant to this contract.

The Subrecipient further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" as provided in Attachment A.

8. Nepotism: No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient. For the purposes of this section, "immediate family" includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild; "administrative capacity" includes those who have selection, hiring, supervisory or operational responsibility for the project.
9. Conflict of Interest: The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, In accordance with 24 CFR 570.611, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the project assisted under this Agreement.
10. Political Activity Prohibited:
 - a. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.

- b. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, USC.

11. Lobbying Prohibited: None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas. The Subrecipient shall assure compliance with the regulations at 2 CFR 200.450 by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.

The Subrecipient certifies to the best of its knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

12. Faith-Based Activities: Subrecipient agrees to follow the regulations of 24 CFR 570-Faith-Based activities.

- a. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving CDBG funds shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- b. Organizations receiving CDBG funds may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- c. A religious organization that receives CDBG funds will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, any CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select

its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

- d. An organization that receives CDBG funds shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. CDBG funds shall not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to emergency shelter grants in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 2 CFR 200.311).
- f. If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

14. MISCELLANEOUS CLAUSES AND NOTICES

- 1. Findings Confidential: Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Subrecipient under this Agreement are confidential. The Subrecipient agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.
- 2. Dissemination of Information: The Subrecipient, at such times and in such forms as HUD and/or the City may require, shall furnish to HUD and/or the City, such statements, records, reports, data and information as HUD and/or the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Subrecipient under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in K.S.A. 45-201 et. seq.
- 3. Identification of Documents and Projects: All projects, reports, maps, news releases and/or other documents undertaken as part of this contract, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: "City of Wichita", then name of the Subrecipient, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: "The (preparation/funding) of this project, report, map, document, etc., was financed (in whole or in part) through a grant from the U.S. Department of Housing and Urban Development and the City of Wichita under the provision of Title I of the Housing and Community Development Act of 1974."

4. Training Required: It shall be the responsibility of the Subrecipient to participate in all appropriate training conducted by the department of Housing and Community Services or approved by the City of Wichita. The City shall provide timely notice of all training.
5. Copyrights: If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to HUD regulations. HUD and the City reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.
6. Patents: Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to HUD and the City for determination by HUD and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to HUD regulations.
7. Anti-Trust Litigation: For good cause, and as consideration for executing this contract, the Subrecipient, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Subrecipient pursuant to this contract.

15. APPENDICES

All attachments referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

- Attachment A – Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements
 - Part A – Agreement
 - Part B – Performance Criteria/Objectives
 - Part C – Budget Detail
 - Part D – Duplication of Benefits Certification
- Exhibit A – Services of Subrecipient
- Exhibit B – Responsibilities of City
- Exhibit C – Help Desk Services

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16. AUTHORIZATION TO ENTER INTO CONTRACT

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient and to bind the Subrecipient to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

SUBRECIPIENT

Steve Radley, President Date
Kansas Center for
Entrepreneurship, Inc.,
d/b/a Network Kansas


CITY OF WICHITA

Brandon J. Whipple, Mayor Date

ATTEST:

Karen Sublett, City Clerk Date

APPROVED AS TO FORM:

 12/14/2021

Jennifer Magana, City Attorney and Date
Director of Law

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or

ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Nondiscrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier;
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Part B
PERFORMANCE CRITERIA AND OBJECTIVES
REGULAR CDBG FUNDING

SUBRECIPIENT: KANSAS CENTER FOR ENTREPRENEURSHIP, INC., D/B/A NETWORK KANSAS

Tax ID #: 20-5277028

GRANT#: B-20-MC-20-0004 **CFDA#:** 14.218

CFDA NAME: COMMUNITY DEVELOPMENT BLOCK GRANTS/ENTITLEMENT GRANTS

SUBRECIPIENT INFORMATION

ACTIVITY NAME: CDBG Small Business Loan Program

EXECUTIVE DIRECTOR: Steve Radley

CONTACT PERSON(S): Steve Radley

ADDRESS (NOT PO BOX): 550 N. 159th S. East, Suite 208

ZIP + 4: 67203

PHONE: 316-425-7572

EMAIL: sradley.networkkansas@gmail.com

PERFORMANCE PERIOD: January 1, 2022 – December 31, 2024

CONTRACT PERIOD: January 1, 2022 – February 28, 2025

FUNDING SOURCE(S): ☒ CDBG ☐ CDBG-CV

HUD OUTCOME PERFORMANCE MEASUREMENTS

NATIONAL OBJECTIVE(S): ☒ Low/Mod Benefit ☐ Slum/Blight ☐ Urgent Need

OBJECTIVE CATEGORY: ☐ Sustainable Living Environment ☐ Decent Housing
☒ Creating Economic Opportunities

OUTCOME CATEGORY: ☒ Availability/Accessibility ☒ Affordability
☐ Sustainability

PROJECT ELIGIBILITY: According to 24 CFR Part 570.208(2)(a) this project qualifies, meeting the CDBG National Objective for Low to Moderate Income- Area Benefit.

The Subrecipient agrees:

1. It is the principal administrative and coordinating agency for this project, contracting and/or subcontracting outside services, as may be necessary, subject to compliance with all applicable local, state and federal laws; and

2. It is the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of the contract entered into; and
3. It will maintain, during the term of this agreement, a filing with the Secretary of the State of Kansas as a not for profit corporation, or shall be designated a 501 (c)(3) tax-exempt organization by the Internal Revenue Service. Evidence of such status will be provided to the City upon request.

Participant Eligibility: According to 24 CFR Part 570.208(2)(a) this project qualifies, meeting the CDBG National Objective for Low to Moderate Income- Area Benefit.

Project Description: The loan program provides low-interest, short-term revolving loan to small businesses located in the City of Wichita. The loan program helps provide general working capital to qualifying small businesses. The Subrecipient will serve as the administrator and servicer for the loans.

Project Content: The Subrecipient shall complete the following objective(s) in a manner acceptable to the City, in accordance with the schedule, budget and conditions detailed herein. The City reserves the right to revise or otherwise alter established objective(s) and criteria during the grant period in an effort to allow for meaningful project measurement and evaluation which will directly impact future funding recommendations.

Project Administration: The Subrecipient Program Director will supervise operations and administration on a day-to-day basis.

Procurement Methods: The Subrecipient shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition. Additionally, procurement made with federal grant funds shall adhere to the standards set forth in 2 CFR Chapter II Part 215, including:

1. Maintaining a code or standard of conduct governing the performance of the Subrecipient's officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.
2. Advertising of procurement transactions as appropriate without regard to a dollar value in a manner allowing maximum free and open competition. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchase procedures defined in 2 CFR Chapter II Part 215.
3. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.
4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.
5. The Subrecipient agrees to purchase services, goods and materials on an "as needed basis" and at the "lowest price obtainable".
6. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will be

maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding bid award, and any other pertinent information.

Funding: It is mutually agreed by and between the City and the Subrecipient that the City will pass through to the Subrecipient no more than \$220,000 in CDBG funds for funding of eligible loans and reimbursement of eligible and necessary expenses and the Subrecipient will provide services as specified in Part B, Exhibit A, and Exhibit C of this agreement. Any costs in excess of \$220,000 are the responsibility of the Subrecipient.

Budget: The City shall make available to the Subrecipient as hereinafter set out; the maximum of \$220,000 in funding for the activity described in this Agreement. Funding under this Agreement shall be originally budgeted as detailed in PART C. Adjustments to budget line items and categories may be made with agreement by both parties to this Agreement.

Indirect Cost Rate: If the Subrecipient chooses to charge Indirect costs under this grant, the Subrecipient shall provide their indirect cost rate that has been negotiated between their entity and the Federal Government. If the subrecipient has never received a negotiated indirect cost rate a de minimis indirect cost rate of 10% of modified total direct costs (MTDC) may be used.

“Modified Total Direct Costs (MTDC) shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, and rental costs.

The indirect cost rate charged under this agreement is: N/A. In accord with 24 CFR 570.200(g), no more than 20% of the sum of any award shall be expended for planning and administrative costs.

Method of Payment: The Subrecipient agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and CDBG program.

1. The City and the Subrecipient also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$25,000, other than those within the scope of this agreement must be approved by the City Council.
2. The Subrecipient will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this Agreement will be retained in the Subrecipient's files for five (5) years after the final audit of expenditures made under this contract.

Accomplishment Reports, Financial and Client Files: The Subrecipient shall establish and maintain accounting and project records specifically for the federal funds awarded. Original documentation supporting all reimbursed expenditures and other project records will be retained by the Subrecipient for five (5) years after the final audit of expenditures made under this Agreement.

1. The Subrecipient must maintain records of persons served by race, ethnicity, and income. Such records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.
2. Accomplishment reports must be submitted by the 15th of the following month.

3. Requests for Reimbursement must be submitted on a request for reimbursement form as provided by the City, by the 15th of the month following the month the expenditure was paid.
4. Records must be maintained documenting receipts of CDBG program income and expenditures of the same. Goods and services received as program income in lieu of cash must require valuation as an in-kind item with appropriate records maintenance and reporting in the same manner as other program income. Any CDBG attributable income generated by this program shall be retained to offset project costs. Donations to the project covered by this agreement are not considered program income.
5. Additionally, a narrative or other description of progress may be required.

Project Evaluation: The City will evaluate this project based on the objective(s) stated in Part B. Failure by the Subrecipient to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Subrecipient on a pro rata basis with level of service. Subrecipient records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

BUDGET

Delegate Agencies – Other Professional Services (525990)	\$2,200
Delegate Agencies – Other Contractuals (529900)	<u>\$217,800</u>
TOTAL	\$220,000

DUPLICATION OF BENEFITS CERTIFICATION
to be submitted by the subrecipient with monthly reimbursement requests

The undersigned, on behalf of and as a duly authorized agent and representative of the Subrecipient, Kansas Center for Entrepreneurship, d/b/a NetWork Kansas, certifies and represents that all information contained in and enclosed with the reimbursement request is true to the best of his or her knowledge and acknowledges that the City of Wichita (City) has relied on such information to award CDBG and CDBG-CV assistance. The Subrecipient also certifies that they have not received assistance or reimbursement from any other sources of funding for the specific expenses included in this reimbursement request.

The Subrecipient acknowledges that it may be prosecuted by Federal, State, or local authorities and/or that repayment of all CDBG or CDBG-CV funds must be repaid to the City in the event that it makes or files false, misleading, or incomplete statements, documents or reimbursement requests.

Month of Reimbursement Request

Kansas Center for Entrepreneurship, d/b/a NetWork Kansas Authorized Agent

Printed Name

Title

Date

Services of Subrecipient

The following are the “Services” that the Subrecipient will provide to the City under this Agreement:

1. Serve as primary intake recipient for potential Loans and/or investments and prepare Impact/Risk Summary documents for the City subcommittee.
2. Disburse funds received from the City to the debtor in accordance with the Loan documents.
3. Perform all collection activities related to any Loan in default unless the City notifies the Subrecipient of its election to perform such collection activities.
4. Maintain a servicing file for each Loan and update it as additional relevant documents are created or received.
5. Return the electronic file to the City when the associated Loan is paid in full or the debtor defaults on the Loan, unless the City elects to have the Subrecipient undertake collection of a defaulted Loan.
6. Serve as “processor” on identified accounts agreed upon with the City in writing. Processor duties include:
 - Preparing documents necessary for the closing of each Loan using the Subrecipient’s Loan document templates. Such Loan documents will include items such as a promissory note, guaranty, marketing release, amortization schedule, and ACH authorization form.
 - Performing functions necessary for the closing of each Loan, including actions necessary to establish, perfect, and maintain (including filing required renewals, extensions, or amendments), that the City is entitled to under the Loan documents.
 - Collecting monthly payments from the debtor, and recording payments, in accordance with the Loan documents.
 - Preparing requests for Loan modifications (including collateral modifications) and communicating such requests to the non-requesting party.

Responsibilities of City

The following are “Responsibilities” of the City under this Agreement:

1. Ensure the Loan Review Team provides to the Subrecipient within a reasonable time a finalized award agreement under the Program in respect of each Loan (i.e. the signed Loan Agreement from the borrower indicating acceptance of a Loan).
2. Advise the Subrecipient whether the City or Debtor will pay out-of-pocket closing and servicing costs in respect of each Loan; if the Debtor is to pay then these costs would be added on to borrower repayments and noted on the promissory note, with the full amount including the fee to be drafted and listed on the ACH form.
3. Advise the Subrecipient within a reasonable time of any material changes regarding the Program or its requirements.
4. Provide the Subrecipient access to completed borrower applications; help to ensure the Loan Review Team provides the Subrecipient with the following documentation and information required to close or administer any loan, obtaining documentation and other information required for closing or administering any Loan, as reasonably requested by the Subrecipient: the Award Letter, the Initial Report and a voided check from the borrower.

Help Desk Services

The following are the “Services” that the Subrecipient will provide to the City under this Agreement pertaining to the Help Desk Services:

The Help Desk, as described in Loan program design, is the customer service department of the loan program. The Loan Program HELP DESK provides information and answers questions of APPLICANTS about the program before, during and after application; answers inquiries of contributors and assists the ADMINISTRATIVE SUPPORT by providing supplemental clerical support.

In accordance with the program design, the Subrecipient can provide “Optional Services”. The City may execute use of these services as outlined in the Optional Services section in the Agreement.

1. Troubleshoot applicant questions before, during and after the loan application process.
 - The NetWork Kansas Referral Center will be available by phone: (877) 521-8600, email: info@networkkansas.com and chat: livechat.boldchat.com platform to respond to participant inquiries weekdays from 9 a.m.-5 p.m.
2. Respond to questions, inquiries of contributors regarding the Loan Fund program, application and processes.
 - The NetWork Kansas Referral Center will be available by phone: (877) 521-8600, email: info@networkkansas.com and chat: livechat.boldchat.com platform to respond to participant inquiries weekdays from 9 a.m.-5 p.m.
 - The NetWork Kansas Wichita Urban Entrepreneurship (E-) Community will serve as a resource for contributors to connect with and pose questions to regarding PROPEL
 - Christina Long, Region Manager, Inclusive Region, for NetWork Kansas serves as the point person for The Wichita Urban E-Community and may be reached at: christina@cmlcollective.com and 316-361-6915
3. Oversee the ongoing updating of loan program FAQ information.
 - The NetWork Kansas Referral Center will track question trends and will develop, in partnership with Christina Long, verbiage to update FAQ information.
 - NetWork Kansas will correspond with the City’s Project Manager and/or Administrative Support on either an agreed-upon frequency or as needed to share updated verbiage.
4. Support ADMINISTRATIVE SUPPORT with APPLICANT correspondence, program reporting and surveying.
 - The NetWork Kansas Referral Center will support the ADMINISTRATIVE SUPPORT with correspondence to APPLICANTS within its portfolio

- The NetWork Kansas Referral Center will distribute an annual impact survey to businesses within its portfolio on behalf of the City and supply the City with survey results.
5. Update the DASHBOARD, as instructed.
 - The NetWork Kansas Referral Center will update the DASHBOARD with information pertaining to APPLICANTS with successful loan payoff data
 6. Answer inquiries of APPLICANTS and potential contributors via telephone, email, social media regarding the Loan Fund.
 - The NetWork Kansas Referral Center will be available by phone: (877) 521-8600, email: info@networkkansas.com and chat: livechat.boldchat.com platform to respond to participant inquiries weekdays from 9 a.m.-5 p.m.
 - The NetWork Kansas Wichita Urban Entrepreneurship (E-) Community will serve as a resource for contributors to connect with and pose questions to regarding PROPEL
 - Christina Long, Region Manager, Inclusive Region, for NetWork Kansas serves as the point person for The Wichita Urban E-Community and may be reached at: christina@cmlcollective.com and 316-361-6915
 7. Refer APPLICANTS to appropriate entrepreneurship support organizations for inquiries asking for assistance with loan application preparation.

Responsibilities of City- Help Desk

The following are “Responsibilities” of the City pertaining to the Help Desk under this Agreement:

1. Place the Subrecipient’s contact information that is being made available for the Help Desk on the appropriate website pages, internal guidance documents and external documents
2. Provide the Subrecipient a point of contact who will serve to receive updated verbiage for FAQ updates.
3. Provide to the Subrecipient as a ready-to-distribute annual impact survey for distribution to those within its loan portfolio
4. Provide to the Subrecipient access to the Dashboard to update loan payoff data.

City of Wichita
City Council Meeting
December 21, 2021

TO: Mayor and City Council

SUBJECT: HOME-American Rescue Plan Funding

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the HOME-ARP Grant Agreement with the U.S. Department of Housing and Urban Development and allocation of \$275,418 for administrative and planning costs and authorize the necessary signatures.

Background: The City of Wichita is recognized as an entitlement city by the U.S. Department of Housing and Urban Development (HUD) and receives Federal funding for community development activities. Specific entitlement funding sources include the Community Development Block Grant (CDBG) program, the HOME Investment Partnerships Program (HOME Program), and the Emergency Solutions Grant (ESG) program.

The HOME Program was created by the National Affordable Housing Act of 1990 to; provide decent affordable housing to lower-income households; expand the capacity of nonprofit housing providers; strengthen the ability of state and local governments to provide housing; and leverage private-sector participation.

Analysis: In addition to the City's 2021-2022 annual HOME Program funding allocation of \$1,519,843, the City will receive \$5,508,372 in HOME-American Rescue Plan (HOME-ARP) funding authorized by the American Rescue Plan Act of 2021.

In general, HOME-ARP funding must be used to provide housing, services, and shelter to individuals experiencing homelessness and other vulnerable populations. The funding can be used for four eligible activities, including the production or preservation of affordable housing; tenant-based rental assistance; supportive services, including homeless prevention services and housing counseling; and the purchase or development of non-congregate shelter for individuals and families experiencing homelessness. An amount not exceeding 15 percent of the total grant award (\$826,255) may be used for administrative and planning expenses.

In order to receive HOME-ARP funds, the City must engage in consultation and public participation processes and develop a HOME-ARP Allocation Plan that meets the requirements of the implementing notice issued by HUD. The plan must describe how the City will distribute HOME-ARP funds, including the way in which the funding will be used to address the needs of HOME-ARP qualifying populations. Upon completion, the plan must be submitted to HUD as a substantial amendment to the City's 2021 Annual Action Plan. Housing and Community Services Department staff proposes to procure the services of a consultant to conduct consultation and public participation processes and prepare the City's HOME-ARP Allocation Plan. Housing and Community Services staff will request City Council approval of the Plan, once it is completed, and will also request City Council approval for any HOME-ARP funding allocations.

Financial Considerations: There is no impact to the General Fund, as a result of this action. Upon submission of the HOME-ARP Grant Agreement to HUD, the City will have access to five percent of the total grant amount (\$275,418) for a portion of the administrative and planning set-aside, which can be utilized to cover expenses involved in the preparation of the HOME-ARP Allocation Plan. The remaining grant amount, including the balance of the administrative and planning set-aside will not be available for expenditure until HUD reviews and accepts the City's HOME-ARP Allocation Plan.

Legal Considerations: HUD requires submission of the executed HOME-ARP Grant Agreement in order to access HOME-ARP funding.

Recommendations/Actions: It is recommended that the City Council approve the HOME-ARP Grant Agreement with the U.S. Department of Housing and Urban Development and allocation of \$275,418 for administrative and planning costs, and authorize the necessary signatures.

Attachments: HOME-ARP Grant Agreement

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act

Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name and Address Wichita 455 N. Main Street 10 th Floor Wichita, KS 67202-0000		2. Grant Number (Federal Award Identification Number (FAIN)) M21-MP200204	
		3a. Tax Identification Number 486000653	3b. Unique Entity Identifier (formerly DUNS) 043063460
		4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0
a. Formula Funds			\$
7. Current Transaction (+ or -)			\$5,508,372.00
a. Administrative and Planning Funds Available on Federal Award Date			\$275,418.60
b. Balance of Administrative and Planning Funds			\$550,837.20
c. Balance of Formula Funds			\$4,682,116.20
8. Revised Obligation			\$
a. Formula Funds			\$
9. Special Conditions (check applicable box) <input type="checkbox"/> Not applicable <input type="checkbox"/> Attached		10. Federal Award Date (HUD Official's Signature Date) 09/20/2021	
11. Indirect Cost Rate* Administering Agency/Dept. Indirect Cost Rate Direct Cost Base <i>Housing/Comm. Services .51% 2021 Actual Expenditures</i> <i>Housing/Comm. Services .53% 2022 Actual Expenditures</i> — % — %		12. Period of Performance Date in Box #10 - 09/30/2030	

The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 24 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 24 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 24 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 24 CFR part 200 amendments will be governed by the 24 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 24 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 24 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Dana Buckner, Director, Office of Community Planning and Development		14. Signature <i>x Dana Buckner</i>	15. Date 9 / 22 / 2021
16. For the Grantee (Name and Title of Authorized Official) Honorable Brandon J. Whipple, Mayor		17. Signature <i>x</i>	18. Date / /

19. Check one: ☒ Initial Agreement ☐ Amendment #

20. Funding Information: HOME ARP
Source of Funds Appropriation Code PAS Code Amount
2021 861/50205 HMX \$5,508,372.00

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

- a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
- b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
- c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
- d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions

**City of Wichita
City Council Meeting
December 21, 2021**

TO: Mayor and City Council Members

SUBJECT: Year-end Budget Adjustments (All Districts)

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendations: Approve the budget adjustments.

Background: The 2021 Revised Budget, which was approved by the City Council on September 7, 2021, was based on anticipated activity levels and costs. Each year, staff review financial activity period to year-end and recommend any necessary budget adjustment to facilitate year-end closing. These adjustments may be required due to variations in activity levels, technical adjustments necessary to implement policy direction included in the budget, and increased costs due to economic conditions.

Analysis: As year-end approaches, staff recommends several budget adjustments as outlined below:

Transfer to project accounts - To enhance financial sustainability, staff recommends shifting \$551,000 to project accounts. A total of \$189,000 will be allocated to engineering software in the revised budget, however, workload levels in 2021 did not allow this to be accomplished. To address the timing issue in purchasing this software funds will be transferred into a project account. Recently, TIP funds have been awarded by WAMPO to update the Bicycle Master Plan; a total of \$92,000 will be used to match this federally funded project. Workspace on the 12th Floor of City Hall needs modified in order to enhance the safety, security and spacing of current employees and to modify conference room space used by larger groups, including the Pension Boards. A total of \$200,000 from under expenditures within the Finance Department budget is recommended to be transferred to a project account to fund these workspace improvements. Police equipment used to process fingerprints for the KBI is aging and \$70,000 is recommended to replace this equipment. These transfers will be funded by reallocating underspent budgeted funds.

Department Expenditure Adjustments - Expenditures in several departments are expected to exceed budgeted amounts by year-end. These adjustments are consistent with the year-end projections provided in the Third Quarter Financial Report.

General Fund - Public Works contractual services for non-Gas Tax functions, such as Facilities Maintenance and Environmental Health, are expected to be over budget by a total of up to \$200,000 due to a greater volume of outside services. Police Department commodities are expected to be over budget by up to \$200,000 due to purchases of technology equipment for staff. Park and Recreation commodities are expected to be over budget by up to \$100,000 due to increased used of playing fields and repairs due to safety issues. Available budget will be shifted from other line items in the General Fund budget.

Transit Fund– Wichita Transit charges staff wages to the Transit Fund and grants. The 2021 Revised Budget was based on staff time being charged to CARES grants at a level that is different than what occurred in 2021. Instead, more CARES funding is being used for other operating costs, such as

Year-end Budget Adjustments (All Districts)
December 21, 2021

technology and fuel. Wages in the Transit Fund are expected to be over budget by \$137,000. Available budget will be shifted from other line items in the Transit Fund budget.

Sewer Fund – Costs for commodities, such as parts, materials, and chemicals, have escalated in 2021. Additionally, consumption of some materials has increased. A total of up to \$490,000 will be shifted from other line items in the Sewer Fund such as contractual services and wages.

Self Insurance Fund – The Self Insurance Fund includes expenditures for Workers' Compensation costs and General Liability expenditures. In the case of Workers' Compensation expenditures, budget will be shifted from wages to other expenditures to process workers' compensation claims. In the case of General Liability expenditures, adjustments from within the Self Insurance Fund will occur to address higher than expected activity for outside services. A total of \$350,000 will be shifted from other line items in the Self Insurance Fund.

Tourism Business Improvement Fund – The 2021 Adopted Budget for this fund, which was certified to the State of Kansas, was \$2,498,697. Based on activity in the beginning of 2021, the budget was reduced in the 2021 Revised Budget to \$2,225,433. To facilitate monthly expenditures, the budget will be increased to the certified amount by \$273,264.

Community Vaccination Site Facility Costs – Since February 22, 2021, the Sedgwick County Community Vaccination Site has been located at 223 S. Main St., which is a City of Wichita facility. Costs for operating the facility, such as utilities and repairs are eligible to be charged to the American Rescue Plan Act (ARPA). To cover the costs of the vaccination clinic, staff recommends allocating ARPA funds to a project to isolate these costs for a total of \$300,000. In 2021, costs are estimated at \$120,000 will be moved from the General Fund to this project, leaving \$180,000 for future costs.

Reduction in Transient Guest Tax Transfer to the General Fund - The Transient Guest Tax Fund is a key funding source for cultural and tourism related expenditures and to offset convention center losses. The year-end transfer will be adjusted downward to reflect improved cost recovery at the convention center and a reduced need to fund cultural institutions from this fund. Subject to final year-end activity, staff recommend transferring \$2,639,316 to the General Fund, which is less than the budgeted amount.

Financial Considerations: The recommended adjustments are necessary to close out City accounts as part of the year-end process and are based on City priorities and actions related to responses due to the pandemic. The departmental adjustments are consistent with year-end projections included in previous financial reports that have been provided to the City Council.

Year-end closing entries may require that the budget be increased above the 2021 Revised amount. However, the budget will remain within the amount certified to the State of Kansas.

In order to comply with State of Kansas requirements for the 2023 Proposed Budget, a General Fund net gain that will exceed 15% of the adopted budget may be transferred to the General Fund Stabilization Reserve, which is in accordance with the Budget Implementation guidelines in the 2022-2023 Adopted Budget.

Legal Considerations: Based on AR 2.5, budget adjustments greater than \$25,000 require the approval of the City Council.

Recommendation/Actions: It is recommended that the City Council approve the budget adjustments, authorize the project budgets and transfers, and authorize staff to take appropriate actions to implement the City Council action.

CMB'S FOR December 21, 2021

<u>Renew</u>	<u>2021</u>	<u>Consumption Off Premises</u>
Tina Kim	Sprouts Farmers Market #175***	7728 E. Central Ave
<u>Renew</u>	<u>2021</u>	<u>Consumption On Premises</u>
Eduardo Sebastian	La Chinita**	1051 N. Broadway
<u>New</u>	<u>2021</u>	<u>Consumption On Premises</u>
Alicia Montante-Gonzalez	Road Runner Mexican Fast Food**	2420 S. Oliver
Thanh-Nga Vu	Pho MC2 Restaurant**	1750 N. Broadway Ave #500

** General/Restaurant (need 50% or more gross revenue from sale of food)

*** Retailer (Grocery stores, convenience stores, etc.)

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL DECEMBER 21, 2021**

- a. Aquatics Master Plan - Phase 3, College Hill Swimming Pool Rehabilitation (south of Douglas, east of Hillside) (482-11046/R8020/44002018) Traffic to be maintained during construction using flagpersons and barricades. (District I) - \$2,150,000.00
- b. Aquatics Master Plan - Phase 3, Harrison and Planeview Water Playgrounds (south of Kellogg, east of Hillside) (482-11047 & 482-11048/R8021/R8022/44002018) Traffic to be maintained during construction using flagpersons and barricades. (District II,III) - \$2,575,000.00
- c. Water Distribution System to serve Heritage at Auburn Hills Addition (north of Maple Street, west of 135th Street W) (448-2019-020416/E9131/47114919) Traffic to be maintained during construction using flagpersons and barricades. (District V) - \$80,300.00
- d. Storm Water Sewer to serve Heritage at Auburn Hills Addition (north of Maple Street, west of 135th Street W) (468-2019-085435/E9133/47308519) Traffic to be maintained during construction using flagpersons and barricades. (District V) - \$99,000.00
- e. Sanitary Sewer to serve Heritage at Auburn Hills Addition (north of Maple Street, west of 135th Street W) (468-2019-020418/E9132/47264119) Traffic to be maintained during construction using flagpersons and barricades. (District V) - \$102,060.00
- f. 2022 Utility Cut Repair of Streets, Driveways and Sidewalks (within City of Wichita city limits) (472-2022-085815/E1012/E1030/S9005/W1000/10130662/40101821/40106321/53200019/54251611/56092070) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V,VI) - \$2,806,572.00
- g. Water Distribution System to serve Emerald Bay 4th Addition Phase 3 (north of 21st Street N, east of Hoover Rd) (448-2019-007866/E1057/47112119) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - \$52,000.00
- h. Doris Circle from the north line of Emerald Bay Estates 4th Addition, to and including the cul-de-sac to serve Emerald Bay 4th Addition Phase 3 (north of 21st Street N, east of Hoover Rd) (472-2019-085542/E1056/47465319) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - \$135,200.00
- i. Water Distribution System to serve Monarch Landing 5th Addition (north of 21st Street N, west of 159th Street E) (448-2021-022635/E1085/47115621) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$77,000.00
- j. Sanitary Sewer Improvements to serve Monarch Landing 5th Addition (north of 21st Street N, west of 159th Street E) (468-2021-022637/E1086/47215721) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$214,268.00

PRELIMINARY ESTIMATE of the cost of:

Aquatics Master Plan Phase 3, College Hill Swimming Pool Rehabilitation
(south of Douglas, east of Hillside)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS-COLLEGE HILL Group 1		
1	Pool Rehabilitation	1 LS
MEASURED QUANTITY BID ITEMS-COLLEGE HILL Group 1		
2	Granular Fill	20 cy
3	Structural Fill	20 cy
4	Floor and Wall Crack Repair	100 lf
5	Concrete Pool Floor Removal and Replacement	375 sf
6	Main Drain Piping and Fittings Removal and Replacement 8"	80 lf
7	Main Drain Piping and Fittings Removal and Replacement 10"	50 lf
8	Gutter Piping and Fittings Removal and Replacement 2"	20 lf
9	Gutter Piping and Fittings Removal and Replacement 4"	190 lf
10	Feature Piping and Fittings Removal and Replacement 6"	85 lf
11	Recirculation Piping and Fittings Removal and Replacement 1.5"	50 lf
12	Recirculation Piping and Fittings Removal and Replacement 2"	105 lf
13	Recirculation Piping and Fittings Removal and Replacement 4"	285 lf
14	Floor Inlets Adjustable Removal and Replacement	6 ea
15	Wall Inlets Removal and Replacement	13 ea
ADD ALTRENATE #1 LUMP SUM BID ITEMS-COLLEGE HILL Group 2		
16	Shade Structure (30' dia.) (Custom Rolled)	1 LS
17	Shade Structure (16' dia.) (Hexagon)	1 LS
ADD ALTRENATE #2 LUMP SUM BID ITEMS-COLLEGE HILL Group 3		
18	Shade Structure (30' dia.) (Trillium)	1 LS
19	Shade Structure (17' x 19') (Visor)	1 LS
ADD ALTRENATE #3 LUMP SUM BID ITEMS-COLLEGE HILL Group 4		
20	Shade Structure (30' dia.) (Hexagon)	1 LS
21	Shade Structure (16' x 16') (Square)	1 LS

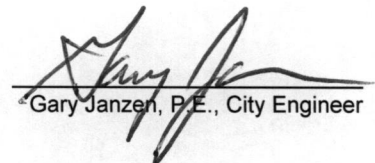
Construction Subtotal

Design Fee (part of bucket OCA)
Engineering & Inspection
Administration
Publication

Total Estimated Cost**\$2,150,000.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

44002018 R8020 482-11046

Page _____

EXHIBIT _____

To be Bid:

November 12, 2021

PRELIMINARY ESTIMATE of the cost of:

Aquatics Master Plan-Phase 3, Harrison and Planeview Water Playgrounds
(south of Kellogg, east of Hillside)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS-HARRISON Group 1 (R8021)

1	Water Playground Construction	1	LS
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LUMP SUM BID ITEMS-PLANEVIEW Group 2 (R8022)

2	Water Playground Construction	1	LS
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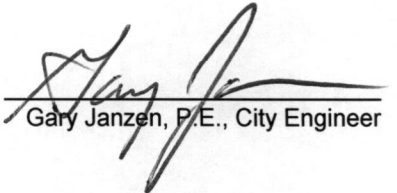
Construction Subtotal

Design Fee (part of bucket OCA)
Engineering & Inspection (split 50/50)
Administration (split 50/50)
Publication (split 50/50)

Total Estimated Cost\$2,575,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

44002018 R8021 & R8022 482-11047 & 482-11048

Page _____

EXHIBIT

PRELIMINARY ESTIMATE of the cost of:

Water Distribution System to serve Heritage at Auburn Hills Addition
(north of Maple Street, west of 135th Street W)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS - E9131 - GROUP 1

1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Seeding, Temporary	1	LS

MEASURED QUANTITY BID ITEMS - E9131 - GROUP 1

4	Pipe, WL 8"	125	lf
5	Pipe, WL 8" (Directional Drill)	102	lf
6	Pipe, WL 8" (DICT)	4	lf
7	Valve Assembly, 8" DO NOT BID	0	ea
8	Valve Assembly, Blowoff	1	ea
9	Valve Assembly, Anchored 8", Special	1	ea

Construction Subtotal

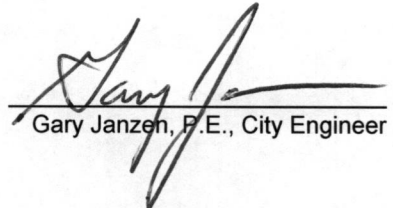
Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost

\$80,300.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

47114919 E9131 448-2019-020416

Page _____

EXHIBIT

PRELIMINARY ESTIMATE of the cost of:

Storm Water Sewer to serve Heritage at Auburn Hills Addition
(north of Maple Street, west of 135th Street W)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS - E9133 - GROUP 2

1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Seeding, Temporary	1	LS

MEASURED QUANTITY BID ITEMS - E9133 - GROUP 2

4	Pipe, SWS 15"	110	lf
5	Pipe, SWS 18"	6	lf
6	Pipe, SWS 30"	174	lf
7	Inlet, Double Drop	1	ea
8	MH, Shallow SWS (4')	1	ea
9	Fill, Sand (Flushed & Vibrated)	44	lf

Construction Subtotal

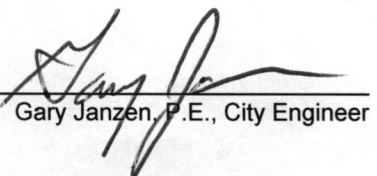
Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost

\$99,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

47308519 E9133 468-2019-085435

Page _____

EXHIBIT

PRELIMINARY ESTIMATE of the cost of:

Sanitary Sewer to serve Heritage at Auburn Hills Addition
(north of Maple Street, west of 135th Street W)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS - E9132 - GROUP 3

1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Private Lot Site Restoration	1	LS
4	Fence Removed	1	LS
5	Seeding, Temporary	1	LS

MEASURED QUANTITY BID ITEMS - E9132 - GROUP 3

6	MH, Standard SS (4')	2	ea
7	Pipe, SS 8"	278	lf
8	Pipe, Stub 8"	1	ea
9	Pipe, Stub 6"	1	ea
10	Pipe, Casing (18" ID min.)	121	lf
11	Fill, Sand (Flushed & Vibrated)	35	lf
12	Connect to Existing Structure	1	ea
13	BMP, Construction Entrance	1	ea
14	Air Testing, SS Pipe	278	lf

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost

\$102,060.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

47264119 E9132 468-2019-020418

PageEXHIBIT

PRELIMINARY ESTIMATE of the cost of:

2022 Utility Cut Repair of Streets, Driveways and Sidewalks
(within City of Wichita city limits)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

MEASURED QUANTITY BID ITEMS (10130662)(40101821)(40100518)

1	6" "0" Slump Concrete Base	100	sy
2	8" "0" Slump Concrete Base	100	sy
3	10" "0" Slump Concrete Base	100	sy
4	12" "0" Slump Concrete Base	50	sy
5	6" (High Early Strength) Reinforced Conc. Pavement or Base	2,200	sy
6	8" (High Early Strength) Reinforced Conc. Pavement or Base	1,800	sy
7	10" (High Early Strength) Reinforced Conc. Pavement or Base	100	sy
8	12" (High Early Strength) Reinforced Conc. Pavement or Base	50	sy
9	6" Reinforced Conc. Pavement (Superplasticizer High Early Strength)	1,300	sy
10	8" Reinforced Conc. Pavement (Superplasticizer High Early Strength)	5,800	sy
11	10" Reinforced Conc. Pavement (Superplasticizer High Early Strength)	700	sy
12	12" Reinforced Conc. Pavement (Superplasticizer High Early Strength)	100	sy
13	Asphalt Concrete (SC-1) (PG64-22) for Surface Course	350	tn
14	Asphalt Concrete (BM-2) (PG70-28) for Surface Course	400	tn
15	Brick (Clay) Surface Reconstruction	250	sy
16	Cold Mix Standard Concrete for Temp Patch	20	tn
17	4" Sidewalk Concrete Pavement	22,000	sf
18	5" Concrete Pavement	50	sy
19	6" Driveway Concrete Pavement	20,000	sf
20	8" Reinforced Driveway Concrete Pavement	7,000	sf
21	WCR Const. with Detectable Warning Surface	100	ea
22	Colored Concrete Pavement (8" Min.)	50	sy
23	4" Colored Concrete Sidewalk	50	sf
24	Brick Pavers (Concrete) Reconstruction	50	sy
25	Granite Pavers Reconstruction	50	sy
26	Comb. Curb & Gutter Repair	4,000	lf
27	Mono Edge Curb Repair	1,500	lf
28	Asphalt Milling	50	sy
29	Concrete Milling	50	sy
30	Compacted Soil Fill (95% Standard Density)(Contr. Furnished)	50	tn
31	Compacted Standard Millings Fill (95% Standard Density)(Contr. Furnished)	50	tn
32	Compacted Crushed Concrete Fill (95% Standard Density)(Contr. Furnished)	50	tn
33	Utility Test Hole Repair	100	ea
34	Protective Steel Plating	50	sy
35	Exploratory Excavation	15	ea
36	Flowable Fill	50	cy
37	Fescue Sod	50	sy
38	Bermuda Sod	50	sy
39	Zoysia Sod	50	sy
40	Pavement Striping (MMA / Epoxy), 4"	500	lf
41	Pavement Striping (MMA / Epoxy), 6"	500	lf
42	Pavement Striping (High-Build Paint), 4"	500	lf
43	Pavement Striping (High-Build Paint), 6"	500	lf
44	Pavement Marking Symbol (sharrow, bike, arrows, etc.)	20	ea
45	Electronic Message Board	25	dy
46	Curb Drain (6")	15	ea
47	Curb Drain (8")	15	ea
48	Concr Removal, Backfill & Seed	200	sy
49	Crack Sealing (RoadSaver #221 or equivalent)	400	lf

MEASURED QUANTITY BID ITEMS [S9005]		
50	SS MH Adjustment w/new Ring & Lid	4 ea
51	SS MH Adjustment using existing Ring & Lid	4 ea
MEASURED QUANTITY BID ITEMS [W1000]		
52	Ring & Lid for Water Meter Vaults	4 ea
53	Valve Box Ring & Lid Replacement	4 ea
MEASURED QUANTITY BID ITEMS (56092070)		
54	SWS MH Adjustment w/new Ring & Lid	4 ea
55	SWS MH Adjustment using existing Ring & Lid	4 ea
MEASURED QUANTITY BID ITEMS E1030(40106321)		
56	Crosswalk pavement marking (Thermoplastic), 24"	1,000 lf
MEASURED QUANTITY BID ITEMS (10130662)(40101821)(40100518)		
57	Delineator, flexible with surface-mount base, reflective, lagged, 28" (yellow or white to match striping)	50 ea

Construction Subtotal

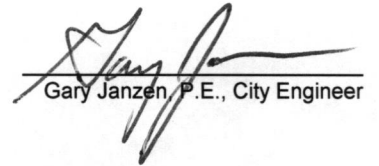
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost

\$2,806,572.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____

(DATE)

City Clerk

10130662/40101821/40106321/53200019/54251611/56092070 -/E1012/E1030/S9005/W1000/- 472-2022-085815

Page _____

EXHIBIT _____

PRELIMINARY ESTIMATE of the cost of:

Water Distribution System to serve Emerald Bay 4th Addition Ph3
(north of 21st Street N, east of Hoover Rd)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Seeding, Temporary	1	LS

MEASURED QUANTITY BID ITEMS

4	BMP, Construction Entrance	1	ea
5	BMP, Curb Inlet Protection	3	ea
6	Pipe, WL 8"	565	lf
7	Fire Hydrant Assembly	1	ea
8	Valve Assembly, Blowoff	1	ea
9	Pipe, WL 8" DICL	10	lf
10	Connect to Existing Main	1	ea

Construction Subtotal

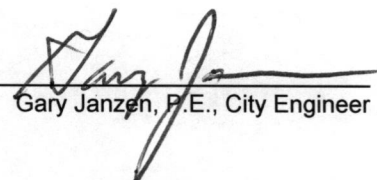
Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost

\$52,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

47112119 E1057 448-2019-007866

Page _____

EXHIBIT

PRELIMINARY ESTIMATE of the cost of:

Doris Circle

Emerald Bay 4th Addition Phase 3

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Maintain Existing BMPs	1	LS
4	Seeding	1	LS

MEASURED QUANTITY BID ITEMS

5	Sawcut	35	lf
6	BMP, Drop Inlet Protection	6	ea
7	BMP, Erosion Control Blanket	972	sy
8	BMP, Silt Fence	607	lf
9	AC Pavement 5"	2,021	sy
10	Crushed Rock Base 5", Reinforced	2,462	sy
11	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	1,138	lf
12	Concrete Flume	100	lf
13	Inlet Adjusted	1	ea
14	Inlet Hookup	1	ea
15	Asphalt Removal	94	sy
16	Curb & Gutter Removal	49	lf
17	Easement Grading	1,117	lf

LUMP SUM BID ITEMS

18	Excavation	694	cy
19	Fill, Compacted (95% Density)	400	cy

MEASURED QUANTITY BID ITEMS

20	Inlet Underdrain	20	lf
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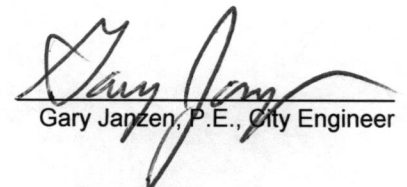
Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost**\$135,200.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

47465319 E1056 472-2019-085542

Page _____

EXHIBIT _____

To be Bid: December 10, 2021

PRELIMINARY ESTIMATE of the cost of:Water Distribution System to serve Monarch Landing 5th Addition
(north of 21st Street N, west of 159th Street E)All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.**LUMP SUM BID ITEMS - E1085 - GROUP 1**

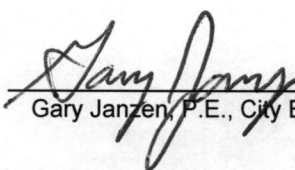
1	Maintain Existing BMPs	1	LS
2	Site Clearing	1	LS
3	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS - E1085 - GROUP 1

4	Pipe, WL 8"	727	lf
5	Fill, Protective	130	lf
6	Fire Hydrant Assembly	1	ea
7	Valve Assembly, Blowoff 2"	1	ea
8	BMP, Silt Fence	80	lf

Construction SubtotalDesign Fee
Engineering & Inspection
Administration
Publication
Water Dept**Total Estimated Cost**\$77,000.00CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City EngineerSworn to and subscribed before me this _____
(DATE)_____
City Clerk

47115621 E1085 448-2021-022635

Page _____

EXHIBIT _____

To be Bid: December 10, 2021

PRELIMINARY ESTIMATE of the cost of:

Sanitary Sewer Improvements to serve Monarch Landing 5th Addition
(north of 21st Street N, west of 159th Street E)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS - E1086 - GROUP 2

1	Air Bridge	1	LS
2	BMP, Construction Entrance	1	LS
3	Seeding	1	LS
4	Site Clearing	1	LS
5	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS - E1086 - GROUP 2

6	Pipe, SS 8"	1,628	lf
7	Riser Assembly 4", Manhole Stub	10	ea
8	Riser Assembly 4", Vertical	8	ea
9	MH, Connect to existing	1	ea
10	MH, Standard SS (4')	10	ea
11	Fill, Flowable	33	lf
12	Air Testing, SS Pipe	1,628	lf
13	Fill, Sand (Flushed & Vibrated)	686	lf
14	Safety Fence	920	lf

Construction Subtotal _____

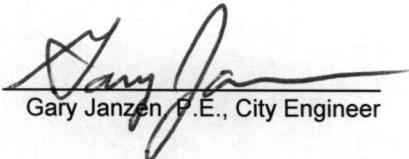
Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost _____

\$214,268.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

47215721 E1086 468-2021-022637

Page _____

EXHIBIT _____

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL DECEMBER 21, 2021**

PRELIMINARY ESTIMATE of the cost of paving improvements for Emerald Bay Estates 4th Addition, located north of 21st North, east of Hoover Road. (District VI) (472-2019-085542/E1056/47465319) – Total Estimated Cost \$135,200.

To the City Council
Wichita, Kansas

Date of CC 12/21/2021
(PROJ/ENG) E1056/472-2019-085542
(ORG) 47465319

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS


PRELIMINARY ESTIMATE of the cost of paving improvements to serve Emerald Bay Estates
4th Addition (District VI).

All work done and all materials furnished to be in accordance with plans and specifications on file
in the office of the City Engineer.

Total Estimated Cost \$135,200

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Gary Janzen, City Engineer

Sworn to and subscribed before me this 21st day of December, 2021.

City Clerk

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Emerald Bay Estates Addition, (north 21st Street North, east of Hoover Road). (District VI) (472-2019-085542/E1056/47465319) – Total Estimated Cost \$135,200.

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL DECEMBER 21, 2021**

PRELIMINARY ESTIMATE of the cost of paving improvements for Emerald Bay Estates 4th Addition, located north of 21st North, east of Hoover Road. (District VI) (448-2019-007866/E1056/47112119) – Total Estimated Cost \$52,000.

To the City Council
Wichita, Kansas

Date of CC 12/21/2021
(PROJ/ENG) E1057/448-2019-007866
(ORG) 47112119

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of water improvements to serve Emerald Bay Estates
4th Addition (District VI).

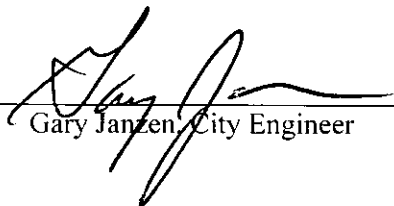
All work done and all materials furnished to be in accordance with plans and specifications on file
in the office of the City Engineer.

Total Estimated Cost

\$52,000

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Gary Janzen, City Engineer

Sworn to and subscribed before me this 21st day of December, 2021.

City Clerk

PRELIMINARY ESTIMATE of the cost of water improvements to serve Emerald Bay Estates Addition, (north 21st Street North, east of Hoover Road). (District VI) (448-2019-007866/E1057/47112119) – Total Estimated Cost \$52,000.

Page _____ Exhibit _____

City of Wichita
City Council Meeting
December 21, 2021

TO: Mayor and City Council

SUBJECT: Falcon Falls 3rd Addition Developers' Agreement (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On December 7, 2021, the City Council approved the infrastructure improvement petitions for Falcon Falls 3rd Addition, a residential development located north of 45th Street, west of Hillside.

Analysis: The developer, Jay Russell, is requesting to privately contract for design and construction of the public improvements serving Falcon Falls 3rd Addition, and have the City finance through special assessments. Engineering staff will provide project oversight and inspection.

Financial Considerations: The budgets set forth in the petitions are \$175,000 for sanitary sewer, \$152,000 for water, and \$623,000 for paving projects. The cost difference between the petitions and the reimbursement cost is for staff design review, engineering and inspection costs during construction and financing the projects. Construction costs incurred by the developer for the improvements will be financed on an interim basis with temporary notes by the City, consistent with the typical process for petitioned subdivision projects. These costs will be permanently financed with Special Assessment bonds at the completion of the project.

Legal Considerations: State statute allows use of special assessment funding to acquire existing improvements. The Law Department has reviewed and approved the agreement as to form.

Recommendation/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachment: Agreement.

DEVELOPER'S AGREEMENT TO CONDITIONS
FALCON FALLS 3RD ADDITION, PHASE 2
WICHITA, SEDGWICK COUNTY, KANSAS

This AGREEMENT, entered into this _____ day of _____, 2021, by and between Heights, LLC, hereinafter referred to as "DEVELOPER", and the City of Wichita, hereinafter referred to as the "CITY".

WHEREAS, the Wichita, Sedgwick County Planning Commission has approved the plat of Falcon Falls 3rd Addition, to Wichita, Sedgwick County, Kansas, and

WHEREAS, the Wichita City Council has accepted the easements, dedications and financial guarantees for the plat of Falcon Falls 3rd Addition to Wichita, Sedgwick County, Kansas, and

WHEREAS, DEVELOPER has submitted improvement petitions to the City for the required financial guarantee of infrastructure improvements within said plat including sanitary sewer, water, and street paving with storm sewer, and

WHEREAS, DEVELOPER wishes and has agreed to contract privately to design and construct the infrastructure improvements, per City of Wichita Standards, and

WHEREAS, CITY has conditionally agreed to incrementally finance and acquire the infrastructure improvements thereof while retaining 5% of payments due until after final acceptance of the completed projects, at which point a two-year maintenance bond shall commence, and

WHEREAS the estimated project costs reimbursable to DEVELOPER are \$148,750.00 for the sanitary sewer project 468-2021-036824, \$129,200.00 for the water project 448-2021-036827, and \$529,550.00, for the street paving with storm sewer project 472-2021-085753. Costs exceeding these amounts may require revised petitions, and

WHEREAS, such acquisition is dependent, in part, upon CITY's ability to sell bonds for said infrastructure improvements through its normal bonding process, and

WHEREAS, as partial security for the repayment of said bonds, CITY intends to place the resulting special assessments on the tax rolls.

NOW THEREFORE, concurrently with said approval and as consideration of said approval, the parties hereto do hereby agree as follows:

1. That DEVELOPER will design and install infrastructure systems including sanitary sewer, water, and street paving with storm sewer and, prior to design and construction, shall submit a valid petition for the financing of and subsequent CITY acquisition of such infrastructure systems via special assessment bonds pursuant to K.S.A. 12-6a01, et seq.

Said improvements shall be designed and constructed to City Specifications and are subject to the following provisions:

- a. Petitioned budgets shall include costs for design, design review and approval, surveying, construction administration, inspection, sewer televising, water quality testing materials testing, and construction and related financing costs. Sewer televising, water quality testing, and materials testing will be completed by CITY with all costs paid by the petition. Letters of Credit (or other approved form of financial guarantee) in the amount of 35% of the petitioned budgets shall be submitted prior to approval of engineered plans.
- b. That the engineered plans of all sanitary sewer, water, and street paving with storm sewer are to be timely reviewed by CITY within ten (10) days after submittal for each submittal until approved. The title sheet of each set of plans shall include a signature block for approval by CITY. A final plan set of full size pdfs and all approved permits shall be submitted to CITY prior to letting.
- c. DEVELOPER shall obtain a minimum of three (3) competitive bids from contractors for each improvement to be installed. DEVELOPER agrees to establish a time and date for opening sealed bids with CITY staff present.
- d. DEVELOPER shall have the right to select a responsible contractor of his choosing and provide justification of selection in writing based on the criteria listed below for approval by the City Engineer. The City Engineer shall not unreasonable withhold, delay or condition the approval of DEVELOPER's selected contractor and shall provide said approval within three (3) business days from DEVELOPER providing notice of their selected contractor. Selection shall be based on bids submitted and the following criteria:
 - i. Price
 - ii. Schedule
 - iii. Past performance on similar projects
- e. Selected contractor must supply a Performance and Maintenance Bond to CITY in the amount of 100% of the total contract amount, guaranteeing the faithful replacement or repair of any latent defects or failures in the improvement for a period of two years from the date of final acceptance of each full project. Such bond shall also include the provision that the contractor shall save and hold CITY harmless for all claims and suits brought against the contractor or CITY for damages to property or injury to persons occasioned by or growing out of the construction of said improvement, or the failure or neglect of the contractor to carry out said contract, or to complete the work and replace or repair any latent defects or failures in said improvement and the work thereon as provided by the terms and provisions of said contract. The contractor is to supply said bond to

CITY prior to beginning construction and shall be responsible for all filing fees with the Sedgwick County Courthouse.

Selected contractor must also supply a Statutory Payment Bond to the State of Kansas in the amount of 100% of the total contract amount to guarantee payment of all materials, labor, machinery, and damage to property or persons. This bond must be filed with the Clerk of the District Court in the Sedgwick County Courthouse and the original receipt must be submitted to the City Engineer.

- f. The City Engineer shall assign a project field engineer for project oversight. Construction shall not begin until the field engineer has issued a written Notice to Proceed document to DEVELOPER. The field engineer shall not unreasonably withhold, delay or condition the issuance of the written Notice to Proceed and shall agree to provide DEVELOPER said document within fifteen (15) calendar days from the date CITY approved DEVELOPER's selected contractor. All inspection, sewer televising, water quality tests, and material testing associated with construction of said improvements projects shall be completed by CITY. CITY reserves the right to contract for inspection services.

CITY intends to recover all costs incurred for plan review, project engineering, inspection and materials testing, through the project, regardless of any estimates provided to DEVELOPER.

- g. DEVELOPER and/or selected contractor shall be responsible for all surveying and construction staking for the improvement projects.
- h. DEVELOPER, with the assistance of DEVELOPER's Engineer shall be responsible for acquiring and maintaining the Notice of Intent (NOI) permit from the Kansas Department of Health & Environment (KDHE) and maintain compliance of the National Pollution Discharge Elimination System (NPDES) guidelines and put into place a Stormwater Pollution Prevention Plan as approved by CITY, such costs associated with acquiring such permits stated in this paragraph shall be the sole responsibility of DEVELOPER.

The DEVELOPER'S engineer shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also, if requested by CITY, obtain construction approval from the U.S. Army Corps of Engineers.

CITY shall be responsible for acquiring all necessary state and federal permits required for the construction and operation of the sanitary sewer and water lines, mains, taps and services, such costs associated with acquiring such permits stated in this paragraph shall be the sole responsibility of CITY.

- i. DEVELOPER will maintain sediment/erosion control measures and storm sewer maintenance for a period as required by NPDES Permit until vegetation is 75% established.
 - j. CITY shall be a party in approval of all changes and will provide final acceptance of all work on the projects.
 - k. DEVELOPER must submit final certifications for materials used by the contractor on the project. Such certification shall include but not be limited to manhole casting certificates and pipe certification.
 - l. DEVELOPER will be required to pay sales tax on the materials for the improvement projects.
2. Subject to DEVELOPER compliance with all of its foregoing obligations and successful issuance and sale by CITY of the general obligations special assessment bonds necessary to finance acquisition of the infrastructure improvements, CITY hereby agrees to incrementally finance and acquire the infrastructure improvements through its normal partial payment, retainage, acceptance and bonding process for petitioned improvements, and to place the resulting special assessments on the tax rolls. Partial payments will be approved by CITY's field engineer and inspector and made to DEVELOPER. Itemized Statements of Costs are available upon request.
3. DEVELOPER does hereby agree to hold CITY Harmless from any liability from damages that may occur during the construction of said infrastructure improvements by DEVELOPER.
4. DEVELOPER and CITY shall strictly observe and comply with all regulations, resolutions, policies, and ordinances of the City and Sedgwick County and all statutes and laws of the State of Kansas and of the United States.
5. CITY is subject to the Kansas Cash Basis Law and Budget Laws, and all of the CITY's obligations under this Agreement are dependent upon DEVELOPER's performance of its obligations under this Agreement and CITY's ability to assess the costs of infrastructure acquisition to properties in the assessment district, and to successfully issue and market its general obligations special assessment bonds in an amount sufficient to finance all costs of the acquisition.

6. CITY's obligations in this Agreement are intended solely for the benefit of the City and DEVELOPER. No person or entity not a signatory to this Agreement shall be entitled to rely on CITY's performance of its obligations hereunder, and no right to assert a claim against CITY shall accrue to a third party as a result of this Agreement or the performance of either Party's obligations hereunder.
7. The relationship of DEVELOPER to CITY will be that of an independent contractor. No employee or agent of DEVELOPER shall be considered an employee or agent of the CITY.
8. CITY will file this Developer's Agreement, as approved by the Wichita City Council, with the Sedgwick County Register of Deeds. A copy of this Developer's Agreement showing said recording will be furnished to DEVELOPER by CITY.
9. The terms and conditions set forth herein shall be binding upon the heirs, executors, and assigns of the parties hereto.

Signed this 2nd day of November, 2021.

HEIGHTS, LLC

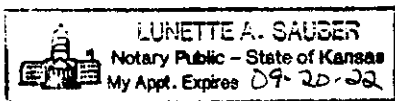
By: _____

Jay W. Russell, Member

STATE OF KANSAS, SEDGWICK COUNTY, SS:

BE IT REMEMBERED, that on this 2nd day of November, 2021, before me, a Notary Public, in and for said county and state aforesaid, came Jay W. Russell, as Member of Heights, LLC, a Kansas limited liability company, to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.



Lunette A. Sauber
Notary Public

My Commission Expires: 09-20-2022

CITY OF WICHITA

ATTEST:

By _____
Brandon Whipple, Mayor

By _____
Karen Sublett, City Clerk

Approved as to Form

Jennifer Magana, Director of Law & City Attorney

City of Wichita
City Council Meeting
December 21, 2021

TO: Mayor and City Council

SUBJECT: Rennick Addition Phase 2 Developers' Agreement (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On December 7, 2021, the City Council approved the infrastructure improvement petitions for Rennick Addition Phase 2, a residential development located north of 45th Street, west of Hoover Road.

Analysis: The developer, Jay Russell, is requesting to privately contract for design and construction of the public improvements serving Rennick Addition Phase 2, and have the City finance through special assessments. Engineering staff will provide project oversight and inspection.

Financial Considerations: The budgets set forth in the petitions are \$205,000 for sanitary sewer, \$85,000 for water, and \$189,000 for paving projects. The cost difference between the petitions and the reimbursement cost is for staff design review, engineering and inspection costs during construction and financing the projects. Construction costs incurred by the developer for the improvements will be financed on an interim basis with temporary notes by the City, consistent with the typical process for petitioned subdivision projects. These costs will be permanently financed with Special Assessment bonds at the completion of the project.

Legal Considerations: State statute allows use of special assessment funding to acquire existing improvements. The Law Department has reviewed and approved the agreement as to form.

Recommendation/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachment: Agreement.

DEVELOPER'S AGREEMENT TO CONDITIONS
RENNICK ADDITION, PHASE 2
WICHITA, SEDGWICK COUNTY, KANSAS

This AGREEMENT, entered into this _____ day of _____ 2021, by and between Red Foxx Rentals, L.L.C., a Kansas limited liability company, hereinafter referred to as "DEVELOPER", and the City of Wichita, hereinafter referred to as the "CITY".

WHEREAS, the Wichita, Sedgwick County Planning Commission has approved the plat of Rennick Addition, to Wichita, Sedgwick County, Kansas, and

WHEREAS, the Wichita City Council has accepted the easements, dedications and financial guarantees for the plats of Rennick Addition, Sedgwick County, Kansas, and

WHEREAS, DEVELOPER has submitted improvement petitions to the City for the required financial guarantee of infrastructure improvements within said plat including sanitary sewer, water, and street paving with storm sewer, and

WHEREAS DEVELOPER wishes and has agreed to contract privately to design and construct the infrastructure improvements, per City of Wichita Standards, and

WHEREAS, CITY has conditionally agreed to incrementally finance and acquire the infrastructure improvements thereof while retaining 5% of payments due until after final acceptance of the completed projects, at which point a two-year maintenance bond shall commence, and

WHEREAS the estimated project costs reimbursable to DEVELOPER are \$174,250 for the sanitary sewer project 468-2021-008734, \$72,250 for the water project 448-2021-008732, and \$160,650 for the street paving with storm sewer project 472-2021-085716. Costs exceeding these amounts may require revised petitions, and

WHEREAS, such acquisition is dependent, in part, upon CITY's ability to sell bonds for said infrastructure improvements through its normal bonding process, and

WHEREAS, as partial security for the repayment of said bonds, CITY intends to place the resulting special assessments on the tax rolls.

NOW THEREFORE, concurrently with said approval and as consideration of said approval, the parties hereto do hereby agree as follows:

1. That DEVELOPER will design and install infrastructure systems including sanitary sewer, water, and street paving with storm sewer and, prior to design and construction, shall submit a valid petition for the financing of and subsequent CITY acquisition of such infrastructure systems via special assessment bonds pursuant to K.S.A. 12-6a01, et seq.

Said improvements shall be designed and constructed to City Specifications and are subject to the following provisions:

- a. Petitioned budgets shall include costs for design, design review and approval, surveying, construction administration, inspection, sewer televising, water quality testing materials testing, and construction and related financing costs. Sewer televising, water quality testing, and materials testing will be completed by CITY with all costs paid by the petition. Letters of Credit (or other approved form of financial guarantee) in the amount of 35% of the petitioned budgets shall be submitted prior to approval of engineered plans.
- b. That the engineered plans of all sanitary sewer, water, and street paving with storm sewer are to be timely reviewed by CITY within ten (10) days after submittal for each submittal until approved. The title sheet of each set of plans shall include a signature block for approval by CITY. A final plan set of full size pdfs and all approved permits shall be submitted to CITY prior to letting.
- c. DEVELOPER shall obtain a minimum of three (3) competitive bids from contractors for each improvement to be installed. DEVELOPER agrees to establish a time and date for opening sealed bids with CITY staff present.
- d. DEVELOPER shall have the right to select a responsible contractor of his choosing and provide justification of selection in writing based on the criteria listed below for approval by the City Engineer. The City Engineer shall not unreasonably withhold, delay or condition the approval of DEVELOPER's selected contractor and shall provide said approval within three (3) business days from DEVELOPER providing notice of their selected contractor. Selection shall be based on bids submitted and the following criteria:
 - i. Price
 - ii. Schedule
 - iii. Past performance on similar projects
- e. Selected contractor must supply a Performance and Maintenance Bond to CITY in the amount of 100% of the total contract amount, guaranteeing the faithful replacement or repair of any latent defects or failures in the improvement for a period of two years from the date of final acceptance of each full project. Such bond shall also include the provision that the contractor shall save and hold CITY harmless for all claims and suits brought against the contractor or CITY for damages to property or injury to persons occasioned by or growing out of the construction of said improvement, or the failure or neglect of the contractor to carry out said contract, or to complete the work and replace or repair any latent defects or failures in said improvement and the work thereon as provided by the terms and provisions of said contract. The contractor is to supply said bond to

CITY prior to beginning construction and shall be responsible for all filing fees with the Sedgwick County Courthouse.

Selected contractor must also supply a Statutory Payment Bond to the State of Kansas in the amount of 100% of the total contract amount to guarantee payment of all materials, labor, machinery, and damage to property or persons. This bond must be filed with the Clerk of the District Court in the Sedgwick County Courthouse and the original receipt must be submitted to the City Engineer.

- f. The City Engineer shall assign a project field engineer for project oversight. Construction shall not begin until the field engineer has issued a written Notice to Proceed document to DEVELOPER. The field engineer shall not unreasonably withhold, delay or condition the issuance of the written Notice to Proceed and shall agree to provide DEVELOPER said document within fifteen (15) calendar days from the date CITY approved DEVELOPER's selected contractor. All inspection, sewer televising, water quality tests, and material testing associated with construction of said improvements projects shall be completed by CITY. CITY reserves the right to contract for inspection services.

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- g. DEVELOPER and/or selected contractor shall be responsible for all surveying and construction staking for the improvement projects.
- h. DEVELOPER, with the assistance of DEVELOPER's Engineer shall be responsible for acquiring and maintaining the Notice of Intent (NOI) permit from the Kansas Department of Health & Environment (KDHE) and maintain compliance of the National Pollution Discharge Elimination System (NPDES) guidelines and put into place a Stormwater Pollution Prevention Plan as approved by CITY, such costs associated with acquiring such permits stated in this paragraph shall be the sole responsibility of DEVELOPER.

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7. The relationship of DEVELOPER to CITY will be that of an independent contractor. No employee or agent of DEVELOPER shall be considered an employee or agent of the CITY.
8. CITY will file this Developer's Agreement, as approved by the Wichita City Council, with the Sedgwick County Register of Deeds. A copy of this Developer's Agreement showing said recording will be furnished to DEVELOPER by CITY.
9. The terms and conditions set forth herein shall be binding upon the heirs, executors, and assigns of the parties hereto.

Signed this 9th day of November 2021.

Red Foxx Rentals, L.L.C., a Kansas limited liability company

By: The Amended and Restated Jay W. Russell Trust
Dated March 14, 1997 and as amended April 16,
2018 and June 23, 2020, Sole Member

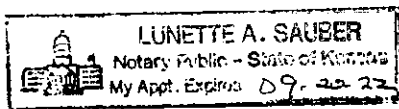
By: _____

Jay W. Russell, Trustee

STATE OF KANSAS, SEDGWICK COUNTY, SS:

BE IT REMEMBERED, that on this 9th day of November, 2021, before me, a Notary Public, in and for said county and state aforesaid, came Jay W. Russell, Trustee of The Amended and Restated Jay W. Russell Revocable Trust dated March 14, 1997 and as amended April 16, 2018 and June 23, 2020, Sole Member of Red Foxx Rentals, L.L.C., a Kansas limited liability company, to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.



Lunette A. Sauber
Notary Public

My Commission Expires: 09-20-2022

CITY OF WICHITA

ATTEST:

By _____
Brandon Whipple, Mayor

By _____
Karen Sublett, City Clerk

Approved as to Form

Jennifer Magana, Director of Law & City Attorney

Monthly Activity Report November 2021

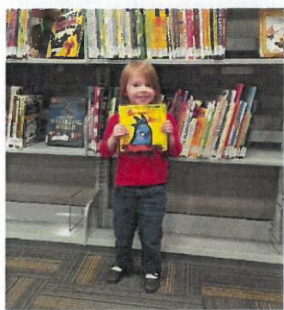
Service Highlights

Customers have a great new way to get connected to internet services. The Library created internet bundles for customers to check out. Each internet bundle consists of a hotspot with unlimited data and a Chromebook, providing customers everything they need for internet access at home, work, or any location. The goal of the service is to provide internet to those without any or limited internet access. The Library received \$145,762.50 from the Emergency Connectivity Fund (ECF) to help provide internet connectivity to Library customers. Staff completely processed 100 internet bundles for initial customer checkout and will have the remaining 150 completed early in December. The bundles are already popular with 80 of the internet bundles checked out within the first two days.

Angelou staff members Anne Ethen and Sara McNeil attended the Northeast Community Partners meeting and discussed topics crucial in the Angelou service area, including education and food insecurity. The group will meet soon to discuss topics in greater detail.

Rockwell Youth Services Librarian Katrina York held a library scavenger hunt from November 15-24. Children solved riddles relating to library materials and locations. This program helped children (and adults) discover new areas of the branch they hadn't explored before, and also helped them learn more about the library system.

Construction at the Evergreen Community Center and Library continued in November. Millwork was installed, including the service desk and work areas for library staff. Right now, the tentative soft opening date for the facility is Monday, February 14, 2022. The project is dependent on supply chains and the opening date may be impacted if critical equipment and furnishings do not arrive.



The Library celebrated its annual Kansas Reads to Preschoolers month in November, beginning with a Proclamation by the Mayor at the City Hall meeting on November 2. This year's title was *Grumpy Bird* by Jeremy Tankard. Youth Services staff created three read-aloud videos – English, Spanish, and American Sign Language – for the State Library of Kansas. The videos were shared throughout the state in honor of the celebration, which is promotional effort to raise awareness of the

importance of reading to infants, toddlers, and preschoolers in the years leading up to kindergarten. Rockwell Library hosted a Kansas Reads to Preschoolers Storytime at Rockwell Branch Library on November 6, complete with book give books for children. Alford and Walters branches hosted in-library scavenger hunts for a chance to win a free book. All library locations had drawings for free books. A total of 100 paperbacks and 50 board books were distributed. Pictured is Walters customer Willow with her book.

Other News

Sara McNeil, Youth Services Librarian at the Angelou and Evergreen locations, was selected for the Wichita Business Journal's 2021/2022 Emerging Leaders cohort.

Erin Downey Howerton, Youth Services Manager, was selected to complete the City's Mini MPA program in 2022.

Sean Jones, Communications Specialist, was elected to serve as board President for Wichita Professional Communicators (WPC) in 2022. WPC is a group of communication professionals in the greater Wichita area. Each month, the group hosts annual luncheons focusing on different communication, marketing and public relations topics.

The Short Story Review committee received four submissions on the same day from high school students. These submissions included a fantasy story about a wizard, an introspective prose about the creative process, a tale about a magic bracelet, and a fun story about an Angel with a love of baking. All short stories were evaluated by the Short Story Review Committee and all 4 were approved. There are now 34 locally submitted pieces being dispensed at the Short-Edition Short Story dispensers.

On November 9, the City Council approved the name "Evergreen Community Center and Library" for the remodeled Evergreen space at 2601 N. Arkansas. The remodeled facility will be a "one-stop shop" and will house the Library, Neighborhood Resource Center, Empower and other community partners.

Technology training staff continue to be busy as customers become more comfortable with in-person services. Staff completed 205 book a librarian appointments in November. Customers were given assistance or unemployment filing, resume posting and printing, passport applications, printing court documents, phone assistance, tax forms, and online security issues. The section also taught eight technology classes on Zoom with 39 virtual students in attendance.

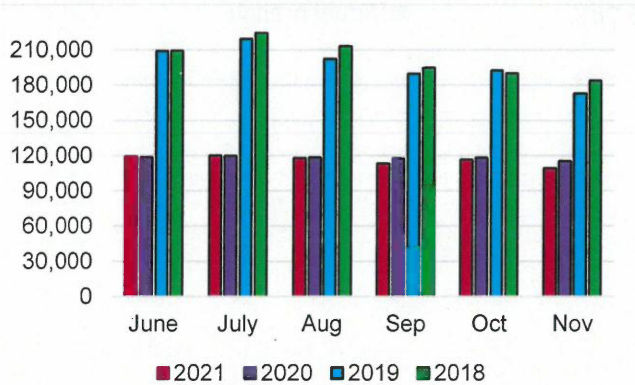
Customers continue to discover the Library through the Read. Return. Repeat: A ReadICT Podcast. Since its launch early this year, the podcast's audience is growing, averaging over 40 plays per episode. The most recent episode is Planting Seeds of Change, where Children's Librarian Sara McNeil speaks with Dr. Catherine John, chair of the Africana Studies Department at the University of Rhode Island, about Dr. John's love of reading and literature, her teaching style, experiences in Jamaica, and more. It was played 44 times so far. The podcast is available on all major podcast platforms, including Spotify and Apple Podcast.

John Cleary emailed six SCORE /SBA clients this month to assist with collecting business information for start-up, market research, industry and demographic information. Some of the areas researched were Restaurant franchises, advisory services, painting, Home services and nonprofit.

Service Dashboard

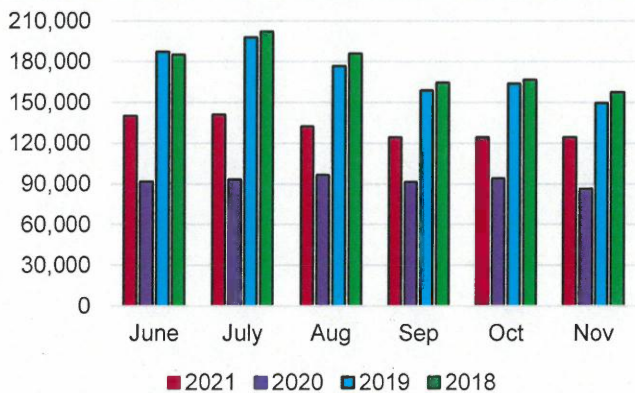
From November 25, 2020-March 7, 2021, all locations were limited to curbside and drive-up services. Although service offerings have expanded, they are still reduced from pre-COVID levels. The Evergreen Branch closed on November 30, 2020 for renovations and a temporary outlet opened on December 21 at the Evergreen Recreation Center.

LIBRARY VISITS (door count, catalog sessions, and website visits)

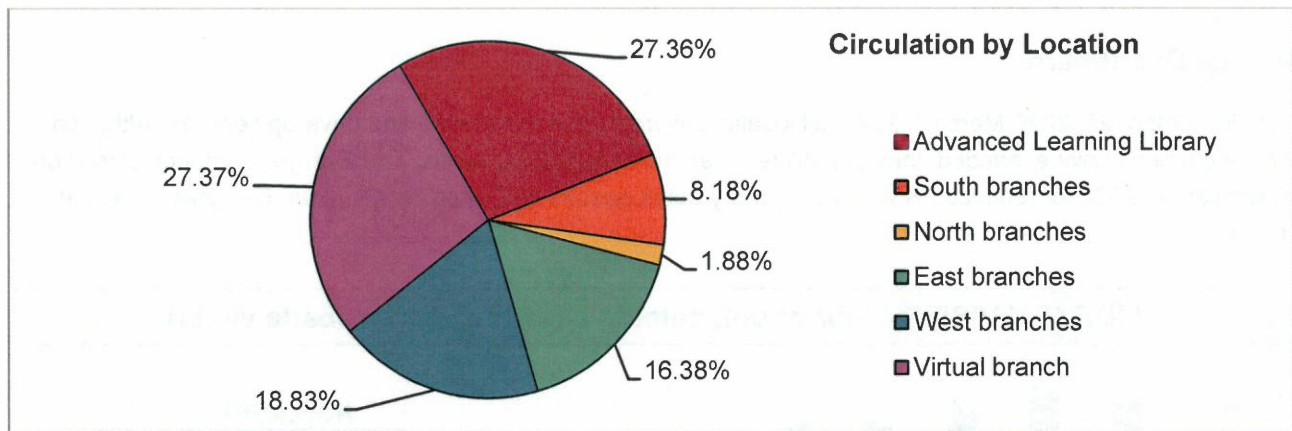


NOVEMBER			
	2021	2020	% change
Door Counts	35,765	40,726	-12.18%
Catalog Log-ins	33,180	37,702	-11.99%
Website Visits	40,242	36,632	9.85%
Total	109,187	115,060	-5.10%

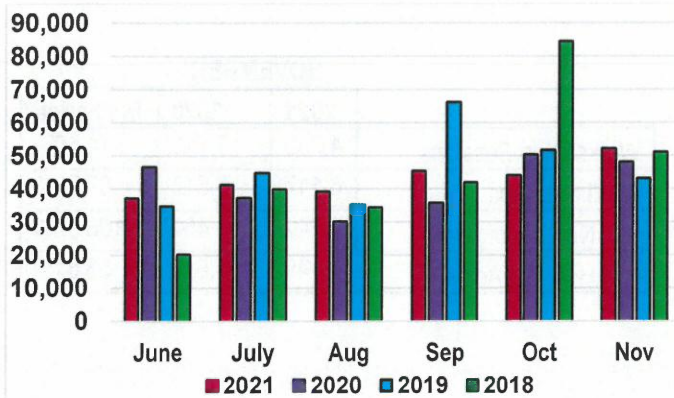
CHECKOUTS



NOVEMBER			
	2021	2020	% change
Physical Circ	90,156	53,249	69.31%
Virtual Circ	33,977	32,936	3.16%
WPL	27,133	24,054	12.80%
State	6,844	8,882	-22.95%
Total	124,133	86,185	44.03%



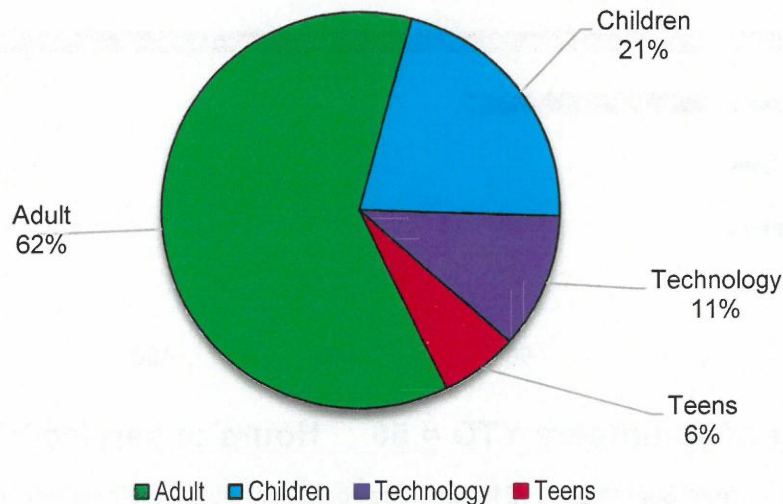
QUESTIONS ANSWERED (by staff in person/phone and through online services)



NOVEMBER			
	2021	2020	% change
Reference Questions	4,851	1,569	209.18%
Database Searches	44,659	45,376	-1.58%
Technology Assistance	2,391	1,033	131.46%
Book-A-Librarian Appointments	205	68	201.47%
Total	52,106	48,046	8.45%

Some locations did not report the number of reference questions answered or technology assistance provided between June-December 2020.

PROGRAM ATTENDANCE

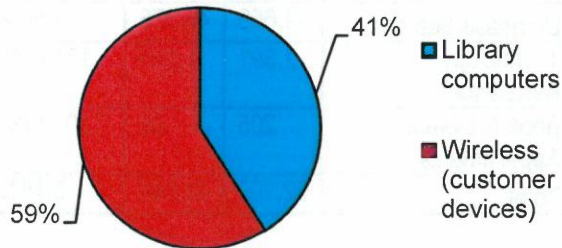


NOVEMBER ATTENDANCE

	2021	2020	% change
Adult events	196	36	444.44%
Children's events	68	26	161.54%
Technology training	35	0	N/A
Teen events	20	636	-96.86%
TOTAL	319	698	-54.30%

PUBLIC COMPUTING

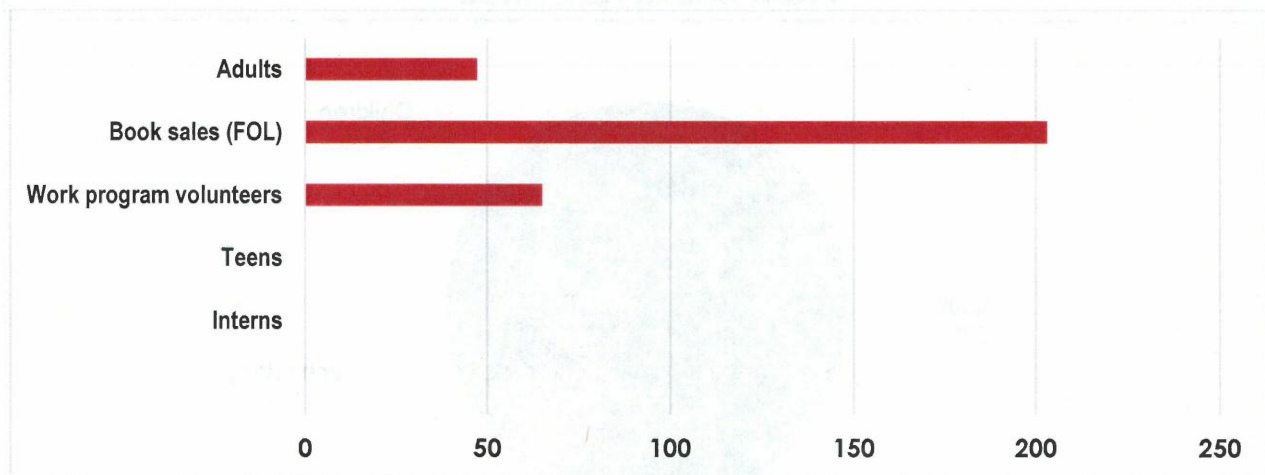
**Method of Computing Access
(by session)**



NOVEMBER

	2021	2020	% change
Workstation Sessions	4,255	3,716	14.50%
Wi-Fi Sessions	6,117	3,647	67.73%
Number of Users	942	451	108.87%
Hours of Access	7,149	4,648	53.81%

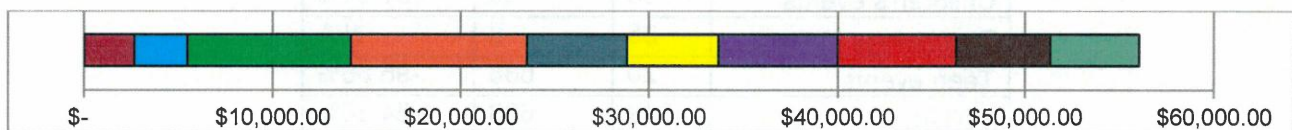
VOLUNTEERS (hours of service)



Number of volunteers YTD = 56 Hours of service YTD = 2,593

A small data entry error from September 2021 relating to volunteer hours was found and corrected as of this report.

MATERIALS DONATIONS (value if purchased)



Year to date total = \$57,885.71 Items added to Library collections YTD = 3,282

Service Snapshot: Recent Raving Fans Stories

A customer came into Rockwell and asked Senior Library Assistant Colleen Strouse to tell her about the services the library offered. Colleen told the customer about the different material available for check out and about all the different e-resources available. The customer was thrilled to find out about the practice tests available through the Learning Express database. She works with young adults and Learning Express would be very useful to them. The customer was also very excited to find out that the library has computers available for use. She couldn't believe she would be able to use the computers for free. She wanted to know how her group might go about getting library cards. Colleen explained how to get a card, and the differences between regular and e-service cards. The customer told Colleen, "This is fabulous! Why don't more people use the library? My group will be in here often."

A grandmother shopping for holiday gifts called and wanted some book recommendations to offer her grandchild. After some reference questions, Jeni Lehacka (Advanced Learning Library) was able to provide four book series that pleased the customer.

A customer visited the Walters Branch this month. Her son was currently incarcerated in the state of Washington, and the only way to have visitation was through a very lengthy online process to first get approved and then use a web-based program to conduct the online visitation. It was apparent that she was at her wits end with the process and just needed some help. Library Assistant Bret Harvey was happy to help her fill out the paperwork online and then submit the proper documents after getting them scanned. The next day, she came back, and Bret helped her log into email, confirm paperwork had been accepted and that online visitation was approved. Bret then helped get her laptop ready for the visit. After all was said and done, she was able to see her son (via webcam) by the end of the second day. Bret arranged a corner in the Walters Meeting Room for her 15-minute online visitation session so that she could have some privacy with her son.

A library customer needed help finding a book they had checked out but not finished reading. They remembered some details about the cover and plot, and together the customer and staff were able to discover the title once more, which was back on the shelves and ready for another check out! Staff told the customer about how to turn on the feature in My Account that tracks customer's check out history, and how it is an opt-in feature to preserve library customer privacy. The customer was happy to hear the library had an option to help them remember these kinds of titles in the future.

Rockwell Branch Library Assistant Kaitlin Thompson helped a customer over the phone who was trying to find the book "The Life of Billy Yank." The library did own a copy; however, it was non-circulating and the customer wanted something he could read at home. Kaitlin was able to find an e-book of it at Internet Archive and was able to help the customer set up an account with Archive.org and borrow the item. The customer was grateful that Kaitlin was able to find the item he wanted and was also excited to learn about another resource he could use.

BOARD OF BUILDING CODE STANDARDS AND APPEALS MINUTES

November 1, 2021

Location: Ronald Reagan Building, 271 W. 3rd, 3rd Floor, Room 318

Members: Francisco Banuelos, Randy Coonrod, Brad Doeden, Randy Harder, Miles Millspaugh, Eric Purkey, Russ Redford, Gregg Wilhite, Taylor Zimbelman

Present: Coonrod, Doeden, Millspaugh, Purkey, Wilhite, Zimbelman

Staff Members Present: Chris Labrum, Kortney Capello, Chris Nordick, Penny Bohannon, Elaine Hammons, Bret Johnston (MABCD); Jose Ocadiz (WFD), virtual attendance; Jeff Van Zandt (City Law Department), virtual attendance.

Vice Chairman Doeden called the regular meeting of the Board of Building Code Standards and Appeals to order at 1:00 p.m. on Monday, November 1, 2021, at the Ronald Reagan Building, Metropolitan Area Building and Construction Department, 271 W. 3rd, 3rd Floor, Room 318 – Training Room, Wichita, Kansas.

Approval of the October 4, 2021, minutes.

Board Member Millspaugh made a motion to approve the October 4, 2021, minutes. Board Member Zimbelman seconded the motion. The motion carried. (6– 0)

Vice Chairman Doeden asked the Board Members and staff to introduce themselves for any public in attendance.

Public Agenda.

There was no one requesting to speak on the Public Agenda.

Condemnations:

New Cases:

1. 939 N. Terrace Dr

The owner, Syed Akhter, and his son were present.

A one-story frame dwelling about 24 x 34 feet in size, this building has been vacant for at least two years and has been damaged by fire. It has rotted and missing wood siding; badly worn composition roof with holes; fire and water damaged trim and framing members; and the 12 x 20 foot accessory structure is deteriorated.

Mr. Akhter has received estimates for repairs from contractors, and a structural engineer needs to assess the structure.

Although the house is secure, the accessory structure is open.

Board Member Millspaugh made a motion to allow sixty days to secure all structures, get a structural engineer's assessment of the house, arrange for the inspection of the house by either the Assistant Director or Chief Building Inspector, pay delinquent taxes, and return to the Board to provide a plan of action for repairing the property, maintaining the site in a secure and clean condition in the interim. Board Member Coonrod seconded the motion. The motion was approved. (6 – 0)

2. 1417 N. Ash Ave

There was no one present on behalf of this property.

This one-story frame dwelling is about 44 x 24 feet in size. Vacant and open, this structure has cracking basement walls; rotted and missing composition siding; sagging and badly worn composition roof; and the front and rear porches are deteriorated.

In agreement with MABCD staff recommendation, Board Member Millspaugh made a motion to refer the property to the City Council for condemnation, with ten days to begin demolition and ten days to complete the removal of the structure. Board Member Coonrod seconded the motion. The motion carried. (6 – 0)

3. 1521 N. Green Ave

There was no one present on behalf of this property.

Vacant and open, this one-story frame dwelling is about 38 x 32 feet in size. This structure has a cracking concrete foundation; rotted and missing composition siding; badly worn composition roof; deteriorated front porch; and the wood trim and framing members are rotted and missing.

In agreement with MABCD staff recommendation, Board Member Millspaugh made a motion to submit the property to the City Council for condemnation, with ten days to begin razing the building and ten days to complete the demolition. Board Member Wilhite seconded the motion. The motion carried. (6 – 0)

4. 1614 E. 15th St N.

There was no one in attendance on behalf of this property.

Approximately 35 x 38 feet in size, this one-story frame dwelling is vacant and open. This structure has a shifting, cracking concrete foundation with missing areas; rotted and missing composition siding; badly worn composition roof; deteriorated front porch; and the wood trim and framing members are rotted and deteriorated.

In agreement with MABCD staff recommendation, Board Member Coonrod made a motion to refer the property to the City Council for condemnation, with ten days to begin wrecking and ten days to complete the removal of the structure. Board Member Wilhite seconded the motion. The motion carried. (6 – 0)

5. 1703 N. Green St

The owner did not attend the meeting on behalf of the property.

A one-story frame dwelling about 53 x 24 feet in size, this structure is vacant and open. This structure has a cracking concrete foundation; rotted and missing wood siding; sagging and badly worn composition roof, with holes; and the front porch is deteriorated.

In agreement with MABCD staff recommendation, Board Member Millspaugh made a motion to refer the property to the City Council for condemnation, with ten days to begin removal of the building and ten days to complete the razing of the structure. Board Member Zimbelman seconded the motion. The motion carried. (6 – 0)

6. 2649 N. Poplar St

Lawrence Kirkendoll, owner, was present at the meeting.

Vacant for at least a year, this one-story frame dwelling is about 39 x 35 feet in size. This structure has been damaged by fire. It has rotted and missing wood siding; sagging and badly worn composition roof, with holes; deteriorated front and rear porches; fire damaged and missing wood trim and framing members; and the 4 x 10 foot accessory structure is fire damaged.

(2649 Poplar St - con't)

Mr. Kirkendoll said he intends to hire a contractor to do the repairs. The contractor advised him to wait until the prices of building materials decrease before moving forward with the project. Mr. Kirkendoll said he would pay the delinquent taxes within the upcoming weeks.

Board Member Coonrod made a motion to allow sixty days for Mr. Kirkendoll to pay the delinquent taxes, get the structure assessed by a structural engineer, arrange an inspection by the Assistant Director or Chief Building Inspector, and maintain the site in a clean and secure condition in the interim. Board Member Zimbelman seconded the motion. The motion passed. (6 – 0)

7. 707 S. Edwards Ave

There was no property owner present on behalf of this property.

Approximately 32 x 24 feet in size, this is a one-story frame dwelling. Vacant and open, this structure has rotted and missing composition siding; deteriorated side porch; and the wood trim and framing members are missing and deteriorated.

In agreement with MABCD staff recommendation, Board Member Coonrod made a motion to submit the property to the City Council for condemnation, with ten days to begin removal of the building and ten days to complete the demolition. Board Member Millspaugh seconded the motion. The motion carried. (6 – 0)

8. 9120 W. Westport St

Sarah Briley, Attorney for MERS, the lienholder, was present.

This is a one story-frame dwelling about 54 x 32 feet in size. Vacant for at least six months, this structure has been badly damaged by fire. It has holes in the siding and a sagging, badly worn composition roof, with holes.

Staff has been informed that the boards used to secure the building had been removed by the owner in order to gain access to the structure. There is no evidence of repairs being made.

Ms. Briley stated that the property had been insured and the first portion of the funds had been dispersed. She said the borrower had indicated that there was difficulty obtaining a contractor to begin work, but it was Ms. Briley's understanding that a contractor has since been hired and work should begin soon. She said that she understood the intent of the borrower was to repair the structure.

Jason Peterson, a neighbor to the property, also addressed the Board. Mr. Peterson said the boards securing the structure had been removed. Since the fire in November of 2020, the roof has had large holes that allowed rain and snow into the building. He expressed concern about the potential for mold growing in the interior of the house.

Board Member Wilhite made a motion to allow thirty days for a structural engineer to assess the structure, the structure to be boarded and maintained in a clean and secure condition, and the owner report to the Board with a plan of action or the property would automatically go to the City Council for condemnation, with ten days to begin demolition and ten days to complete removal of the structure. Board Member Millspaugh seconded the motion. The motion carried. (6 – 0)

9. 1300 N. Waco Ave (duplex)

There was no one present on behalf of this property.

This is a one- and one-half story frame dwelling about 48 x 27 feet in size. Vacant and open, this structure has been damaged by fire. It has a shifting, cracking and missing concrete foundation; deteriorated siding; badly worn and sagging composition roof; and the wood trim and framing members are deteriorated.

(1300 N. Waco Ave (duplex) – con't)

At the last site inspection, it was noted that roof repair was in progress, and a check of the MABCD permitting database showed a roofing permit had been issued. MABCD staff received a structural engineer's report, although no building permit has been issued for the repairs.

Board Member Coonrod made a motion to allow sixty days for the owner to report to the Board with the structural engineer's report and a plan of action for the repairs, maintaining the site in a clean and secure condition in the interim, or the property will be referred to the City Council for condemnation, with ten days to initiate wrecking of the structure and ten days to complete it. Board Member Wilhite seconded the motion. The motion carried. (6 – 0)

10. 1304 N. Waco Ave (duplex)

No one was present on behalf of this property.

A one-story frame dwelling about 26 x 52 feet in size, this structure is vacant and open. The structure has a shifting and cracking concrete foundation, with some concrete missing; rotted and missing siding; trees growing up and into roof line; front and rear porches are poor condition; and the wood trim and framing members are deteriorated.

In agreement with MABCD staff recommendation, Board Member Millspaugh made a motion to submit the property to the City Council for condemnation, with ten days to begin wrecking the building and ten days to complete the demolition. Board Member Coonrod seconded the motion. The motion carried. (6 – 0)

Review Cases:

There were no review cases for November.

Request by William "Will" White, Qualified Person/Owner of Top Tier Roofing and Restoration, LLC, to start a new company with a new name due to previous legal issues.

Mr. William "Will" White addressed the Board regarding his request for a new license. He brought legal documentation regarding an embezzlement by a previous employee and the ensuing bankruptcy of Top Tier Roofing and Restoration, LLC, caused by the theft of business funds.

The Board was made aware of a number of permits issued to Top Tier Roofing and Restoration, LLC, that had not been resolved.

Board Member Coonrod made a motion that before any action is taken on Mr. White's request for a new license, Mr. White should pay the necessary fees to reopen the permits and bring the outstanding permits into compliance. Once the fees have been paid, Mr. White should then appear before the Board with his request to obtain a new license. Board Member Millspaugh seconded the motion. The motion carried. (6 – 0)

MABCD Updates.

Chris Labrum, MABCD Director, advised the Board that the 2021 Editions of the International Mechanical Code and the Uniform Plumbing Code would be presented to the Board of County Commissioners and the City Council for adoption.

Adjournment.

With no other business to conduct, Board Member Coonrod made a motion to adjourn. Board Member Wilhite seconded the motion. The motion passed. (6 – 0)

The meeting adjourned at 2:04 p.m.

WICHITA PUBLIC LIBRARY

Minutes of a Hybrid Meeting of the Library Board of Directors
November 16, 2021.

The hybrid meeting of the Library Board of Directors was held on Tuesday, November 16, 2021 at the Advanced Learning Library with the following present in person: Ms. Abi Boatman, Ms. Erinn Bock, Ms. Donna Douglas, Mr. Kevin McWhorter, Ms. Shelby Petersen, Mr. Chuck Schmidt, and Mr. Jonathan Winkler. The following attended virtually: Ms. Lauren Hirsh, Dr. Justin Henry, and Ms. Shannon Littlejohn.

Call to Order

President Kevin McWhorter called the meeting to order at 12:01 p.m., a quorum being present.

Staff Presentation

Collection Development Manager Sarah Kittrell provided information on the Library of Things. The Library of Things is a venture into nontraditional materials so community members have an opportunity to access items they may not easily have access to. The Library has centered its inaugural Library of Things strategy to support STEM resources. Radon detectors were rolled out in June and there has not been lower than 60 holds since they launched. Telescopes have been an overwhelmingly popular item with a six-month wait list. Originally there were only 10 telescopes but now there are 15 available for check out. Internet hot-spots have also been a very popular item since July. By the end of November, Internet Bundles will be available for check-out and include a hot-spot as well as a Chromebook. The Library will be launching with 250 of these bundles available to be checked out by customers for one month. In early 2022, Learning Backpacks will be available for patrons and will be appropriate for younger ages. Future items for the Library of Things will include robots and anatomical models.

Dr. Justin Henry arrived.
Erinn Bock arrived.

Approval of the Agenda

Chuck Schmidt moved (Petersen) to approve the agenda as published. **Motion carried unanimously.**

Public Comment

None

Approval of Minutes

Minutes of the regular meeting held on October 19, 2021 were presented. Donna Douglas moved (Petersen) to approve the minutes as included in board packets. **Motion carried unanimously.**

Unfinished Business

None

New Business

On behalf of the Finance Committee, Kevin McWhorter moved (Douglas) to approve the October 2021 finance report and supplemental bills in the following amounts: General Fund bills of \$915,854.37; Grant Fund Bills of \$22,326.36; and Gift and Memorial Fund bills of \$53,864.89 for a total of \$992,045.62. **Motion carried unanimously.**

Chuck Schmidt moved (Littlejohn) to approve the proposed changes to the Library Foundation Endowed Funds Spending Policy. **Motion carried unanimously.**

Jonathan Winkler moved (Bock) to endorse the Foundation Nominating Committee Report for Library Directors. **Motion carried unanimously.**

Jonathan Winkler moved (Boatman) to adopt the 2022 Holiday Schedule. **Motion carried unanimously.**

Finance Committee Report

No report.

Operations Committee Report

Chairman Jonathan Winkler reported that the committee did not have a quorum and instead had an information meeting.

Planning & Facilities Committee Report

No report.

Public Affairs Committee Report

No report.

Special Committee Reports

Friends of the Library – Amanda Shankle reported the most recent online used book sale went well selling 63 bags of books. Volunteers are currently working on clearing space in the storeroom for future book sales. Discussions are still ongoing to determine member benefits moving forward.

Library Foundation – Kristi Oberg reported that the Foundation is busy with its end-of-year fundraising. There will be two mailings sent out over the next few months seeking donations. Emails also be sent as well as posts on social media platforms. The Foundation Board has received donations from all of its members so any donations will be equally matched.

Wichita Genealogical Society (WGS) – Julie Crawford reported that 11 new memberships were received after the annual conference in October. The November meeting will feature Gena Philibert-Ortega who will share why and how to include social history into genealogy stories. The WGS Board is reviewing the by-laws and job descriptions of board members, which should be completed by the end of the year.

Director of Libraries Report

Director Prothro reported that customer use and materials circulation has continued to improve post-pandemic. This month, the Library has featured marketing encouraging participation in Kansas Reads to Preschoolers and Chat Reference Service. On December 31, the offsite Ancestry access will be terminated. The IMLS Grant has been received, allowing the collection and digitization of people's COVID-19 experiences and stories.

Conversations have been had with five City Council members who have all expressed support for the Library and what it brings to the community. Specific priorities mentioned include equity of service offerings, early learning support and helping to prevent summer slide, food stability and wellness supports, infrastructure improvements, ensuring branch service hours are aligned with community needs, and following through with the City's commitments for the branch master plan.

The CIP Committee, which is comprised of Department Directors, will begin meeting in March to begin to plan a path forward with updates and new projects. Library staff is reviewing the Library's CIP narratives and scorecards to identify any program changes in 2022. Specifically, staff will be looking at any learned ideas from COVID-19 experiences and service model learnings from the ALL. The Library can initiate projects in October 2022 to begin in 2023. Library staff will use the Design-Bid-Build model for each branch project and will work with the City's on-call architects. In consultation with the Public Works Department, they will assist the Library with any RFPs for bids. They recommended that Library staff consider bundling Alford, Angelou, and Rockwell work into one bid so savings of time and funds may be experienced. Westlink will need to stay as a separate project due to the larger scope of work.

The Leadership Team is working on the landscape of work for 2022, which will be shared in December. The Director and staff will give a 2021 year-end review at the January board meeting.

Announcements

None

Adjournment

The meeting was adjourned at 12:51 p.m.

The next regularly scheduled meeting will be December 21, 2021.

Respectfully submitted,

Jaime Prothro

DRAFT

Visit Wichita

Monthly Financial Report

Oct-2021

<u>Revenues</u>			
	Actuals <u>Month</u>	Actuals <u>Year to Date</u>	Annual <u>Budget</u>
<u>City Funds:</u>			
Transient Guest Tax	166,667	1,666,667	2,000,000
City Matching Funds	-	-	-
Contingency	3,292	75,292	130,000
TOTAL REVENUES	169,959	1,741,959	2,130,000
<u>Expenditures</u>			
	Actuals <u>Month</u>	Actuals <u>Year to Date</u>	Annual <u>Budget</u>
<u>Salaries and Benefits</u>	103,129	657,451	1,128,228
<u>Office Expenses</u>			
Rent	16,748	116,963	201,000
Utilities	-	-	-
Computer/Technology	5,049	43,504	62,882
Office Supplies	541	13,924	12,000
Other	2,736	29,627	39,891
TOTAL OFFICE EXPENSES	25,074	204,018	315,773
<u>Professional Dev, Meetings</u>	281	13,283	28,425
<u>Printing and Photocopying</u>	935	9,017	10,440
<u>Professional Fees</u>	2,226	30,367	67,500
<u>Other</u>			
Dues, Subscriptions, Tickets	2,335	26,155	30,332
Research	26,000	72,885	38,384
Retention Efforts	-	-	-
Marketing and Program Efforts	35,570	504,835	315,565
Program Support	3,292	75,292	130,000
Diversification	-	-	-
All Other Expenses	1,954	58,836	65,353
TOTAL OTHER	69,151	738,003	579,634
Total Expenditures	200,796	1,652,139	2,130,000
Revenues Over (Under) Expenditures	(30,837)	89,820	-

Submitted By: 

Date: 12/6/21

Visit Wichita Marketing Monthly Financial Report

<u>Expenditures</u>			
	Actuals <u>Month</u>	Actuals <u>Year to Date</u>	Annual <u>Budget</u>
<u>Salaries and Benefits</u>	49,177	387,892	693,507
<u>Office Expenses</u>			
Rent	-	-	-
Utilities	-	-	-
Computer/Technology	2,544	12,746	23,602
Office Supplies	92	478	600
Other	834	9,357	14,004
TOTAL OFFICE EXPENSES	3,470	22,581	38,206
<u>Professional Dev, Meetings</u>	281	3,308	11,280
<u>Printing and Photocopying</u>	-	-	-
<u>Professional Fees</u>	-	-	-
<u>Other</u>			
Dues, Subscriptions, Tickets	1,827	8,543	14,384
Research	26,000	72,885	38,384
Retention Efforts	-	-	-
Marketing and Program Efforts	35,426	504,204	314,665
Program Support	3,292	75,292	130,000
Diversification	-	-	-
All Other Expenses	58	1,333	1,600
TOTAL OTHER	66,603	662,257	499,033
Total Expenditures	119,531	1,076,038	1,242,026

Visit Wichita Operations Monthly Financial Report

<u>Expenditures</u>			
	Actuals <u>Month</u>	Actuals <u>Year to Date</u>	Annual <u>Budget</u>
<u>Salaries and Benefits</u>	53,952	269,559	434,721
<u>Office Expenses</u>			
Rent	16,748	116,963	201,000
Utilities	-	-	
Computer/Technology	2,505	30,758	39,280
Office Supplies	449	13,446	11,400
Other	1,902	20,270	25,887
TOTAL OFFICE EXPENSES	21,604	181,437	277,567
<u>Professional Dev, Meetings</u>		9,975	17,145
<u>Printing and Photocopying</u>	935	9,017	10,440
<u>Professional Fees</u>	2,226	30,367	67,500
<u>Other</u>			
Dues, Subscriptions, Tickets	508	17,612	15,948
Research	-	-	
Retention Efforts	-	-	
Marketing and Program Efforts	144	631	900
Program Support	-	-	
Diversification	-	-	
All Other Expenses	1,896	57,503	63,753
TOTAL OTHER	2,548	75,746	80,601
Total Expenditures	81,265	576,101	887,974

City of Wichita
City Council Meeting
December 21, 2021

TO: Mayor and City Council

SUBJECT: First Reading of the Bond Ordinance to Issue Industrial Revenue Bonds (EPC Real Estate/Delano Apartments, LLC) (District VI)

INITIATED BY: Office of Economic Development

AGENDA: Consent

Recommendation: Place the bond ordinance on first reading and authorize the necessary signatures.

Background: On December 12, 2017, the City Council approved a Development Agreement with EPC Real Estate (EPC) for the development of the Delano Catalyst Site on Sycamore by the Advanced Learning Library. At the time, the City Council approved a Letter of Intent to issue Industrial Revenue Bonds for a sales tax exemption for development of the site.

EPC, through its real estate development entity Delano Apartments, LLC, has completed construction of the apartments and is now requesting the issuance of IRBs in an amount not to exceed \$18,000,000.

Analysis: The Delano Catalyst Site is a 7.2-acre site north of Douglas, between the Advanced Learning Library and the River Vista apartments. The project was issued a letter of intent to issue Industrial Revenue Bonds (IRBs), in an amount not-to-exceed \$52,000,000 to achieve a sales tax exemption on items purchased for the redevelopment project. This amount was intended to cover the apartments, hotel and commercial space.

EPC has exceeded the requirement of a 180-unit apartment complex by constructing the 204-unit complex named 225 Sycamore.

Financial Considerations: EPC will pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. EPC is not requesting abatement of property taxes in conjunction with the IRBs.

Legal Considerations: Bond documents required for the issuance of the bonds have been prepared by the City's outside bond counsel, Gilmore & Bell, P.C. The City's Law Department has approved the final form of bond documents.

Recommendations/Actions: It is recommended that the City Council place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds for EPC Real Estate/Delano Apartments, LLC in an amount not to exceed \$18,000,000 and authorize the necessary signatures.

Attachments: Bond Ordinance

ORDINANCE NO. 51-690

**OF THE
CITY OF WICHITA, KANSAS**

**AUTHORIZING THE ISSUANCE OF
NOT TO EXCEED \$18,000,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES XIII, 2021
(225 SYCAMORE PROJECT)**

ORDINANCE NO. 51-690

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES XIII, 2021 (225 SYCAMORE PROJECT) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN APARTMENT COMPLEX; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS HAS FOUND AND DETERMINED:

A. The City of Wichita, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities.

B. The City Council of the Issuer (the "Governing Body") has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series XIII, 2021 (225 Sycamore Project) in the aggregate principal amount not to exceed \$18,000,000 (the "Series XIII, 2021 Bonds"), for the purpose of paying the costs of the acquisition, construction and equipping of an apartment complex (the "Project") as more fully described in the Indenture and in the Project Lease authorized in this Ordinance, for lease to Delano Apartments L.L.C., a Delaware limited liability company (the "Tenant").

C. The Governing Body finds that it is necessary and desirable in connection with the issuance of the Series XIII, 2021 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

(i) a Trust Indenture dated as of December 1, 2021 (the "Indenture"), with BOKF, N.A., Kansas City, Missouri, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series XIII, 2021 Bonds;

(ii) a Site Lease dated as of December 1, 2021 (the "Site Lease") with the Tenant, under which the Tenant will lease the Project to the Issuer;

(iii) a Project Lease dated as of December 1, 2021 (the "Project Lease"), with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and

(iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series XIII, 2021 Bonds by the Issuer to Delano Apartments L.L.C. (the "Purchaser").

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture and the Project Lease.

Section 2. **Authority to Cause the Project to Be Purchased and Constructed.** The Issuer is authorized to cause the Project to be acquired, constructed and equipped in the manner described in the Indenture, the Site Lease and the Project Lease.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Series XIII, 2021 Bonds, to be designated "City of Wichita Kansas Taxable Industrial Revenue Bonds, Series XIII, 2021 (225 Sycamore Project)" in the aggregate principal amount not to exceed \$18,000,000, for the purpose of providing funds to pay the costs of the Project. The Series XIII, 2021 Bonds will be dated and bear interest, will mature and be payable at such times, will be in such forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series XIII, 2021 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Project Lease of the Project. The Series XIII, 2021 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. **Authorization of Indenture.** The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series XIII, 2021 Bonds on the terms and conditions in the Indenture.

Section 5. **Lease of the Project.** The Tenant will enter into the Site Lease of the Project to the Issuer, and the Issuer will lease its interest in the Project to the Tenant pursuant to Project Lease. The form of the Site Lease and Project Lease are approved in this Ordinance.

Section 6. **Authorization of Bond Purchase Agreement.** The Issuer is authorized to sell the Series XIII, 2021 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series XIII, 2021 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series XIII, 2021 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. **Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project and the net rentals generated under the Project Lease to the payment of the Series XIII, 2021 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series XIII, 2021 Bonds are paid or deemed to have been paid under the Indenture.

Section 9. **Authority To Correct Errors, Etc.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or

additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

Section 10. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series XIII, 2021 Bonds and the Bond Documents.

Section 11. **Effective Date.** This Ordinance shall take effect after its final passage by the governing body of the Issuer and publication once in the Issuer's official newspaper.

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PASSED by the governing body of the Issuer on December 28, 2021.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM ONLY.

Jennifer Magaña, Director of Law and
City Attorney

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CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. 51-690 of the City of Wichita, Kansas duly passed by the Governing Body, signed by the Mayor and published in the official City newspaper on the date stated in this ordinance, and that the signed original of such Ordinance is on file in my office.

[SEAL]

Karen Sublett, City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON DECEMBER 21, 2021**

The governing body of the City of Wichita, Kansas met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented for first reading on the governing body's consent agenda an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES XIII, 2021 (225 SYCAMORE PROJECT) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN APARTMENT COMPLEX; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

Thereupon, Councilmember _____ moved that the consent agenda be passed. The motion was seconded by Councilmember _____. The motion that the consent agenda be passed, including approval of the Ordinance on first reading, was duly read and considered, and upon being put, the motion was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

* * * * *

(Other Proceedings)

* * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON DECEMBER 28, 2021**

The governing body of the City of Wichita, Kansas met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

Thereupon, there was presented for second reading on the governing body's consent agenda an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES XIII, 2021 (225 SYCAMORE PROJECT) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN APARTMENT COMPLEX; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

Thereupon, Councilmember _____ moved that the consent agenda be passed. The motion was seconded by Councilmember _____. The motion that the consent agenda be passed, including final passage of said Ordinance, was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Ordinance was then duly numbered Ordinance No. 51-690, was signed by the Mayor and attested by the Clerk, and the Ordinance was directed to be published one time in the official newspaper of the City.

(Other Proceedings)

* * * * *

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Karen Sublett, City Clerk

City of Wichita
City Council Meeting
December 21, 2021

TO: Mayor and City Council Members

SUBJECT: KDHE Waste Tire Grant for Picnic Table in Emery Park (District III)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendation: Accept the grant from the Kansas Department of Health and Environment (KDHE) for the replacement of six picnic tables under the open shelter in Emery Park.

Background: The KDHE Bureau of Waste Management administers a Waste Tire Grant program that encourages the use of products derived from waste tire materials in order to keep these materials out of landfills. This includes picnic tables made with waste tire materials. The Park & Recreation Department applied for a grant that would cover 50% of the cost of six qualifying picnic tables, and was awarded the grant.

Analysis: Based on visual inspections, it was determined that the six existing picnic tables under the shelter at Emery Park were in poor condition and needed to be replaced. The size of the shelter and the number of tables required were also considerations in selecting this site as the basis for the grant application.

Financial Considerations: The KDHE Waste Tire Grant award will cover 50% of the total cost, or \$2,822. The cost of the picnic tables was quoted at \$5,644, including freight. The remaining \$2,822 needed as a match under the grant will come from Park & Recreation Department operating funds.

Legal Considerations: The Law Department has reviewed and approved as to form, the contract between the Kansas Secretary of Health and Environment and the City of Wichita.

Recommendation/Actions: It is recommended that City Council accept the grant funding.

Attachment: Contract between the City of Wichita and the Secretary of Health and Environment.

CONTRACT

Between

SECRETARY of HEALTH and ENVIRONMENT of KANSAS

And

City of Wichita

SUBJECT: Kansas Waste Tire Grant Program
DIVISION: Environment – Bureau of Waste Management
CONTRACT PERIOD: May 1, 2021 – April 30, 2025
FISCAL REIMBURSEMENT PERIOD: May 1, 2021 – April 30, 2022
CONTRACT AMOUNT: \$2,822.00

This agreement between the Secretary of the Kansas Department of Health and Environment, herein known as KDHE, and City of Wichita herein known as the Grantee, takes effect May 1, 2021 and terminates April 30, 2025.

In consideration of the mutual promises contained hereinafter, the parties therefore covenant that:

I. KDHE shall:

- (1) Pay the Grantee up to 50% of eligible costs incurred, for conducting the activities outlined in Section II (3). KDHE shall be authorized to order repayment of any disbursed grant monies if Grantee violates any provision of the contract.
- (2) Advance 50% of the total grant amount upon execution of the contract.
- (3) Reimburse the remainder of the grant award upon receipt of Affidavits of Expenditures supported by evidence of expenditure.
- (4) Retain 10% of the total grant amount until a final report and any additional required documentation has been received and approved by KDHE.
- (5) Provide technical assistance to the Grantee.
- (6) Monitor the program for compliance with the approved project proposal.

II. The Grantee shall:

- (1) Accept the responsibility for risks associated with services performed before this contract is fully executed by final signature of the Secretary of KDHE.
- (2) Purchase eligible items included in the original grant proposal for City of Wichita, which is incorporated herein. Eligible items include: products made from Kansas waste tires; shipping expenses; supplies such as color, binder, coating; installation of pour-in-place playground surfacing and approved signage. Waste tire-derived products must be purchased within six (6) months of the award date, or the advance payment will be returned to KDHE.
- (3) Fulfill the 50% match required by K.S.A. 65-3415(c) by providing at least \$2,822.00 in financial and in-kind project resources. Match must be spent in proportion with grant funding.
- (4) Submit an affidavit of expenditure form (including receipts and expense documentation) for reimbursement of expenses. These expenses shall be only for items agreed to in the accepted project proposal document. Grantees are encouraged to spend the entire grant and request reimbursement as soon as possible. Grantee must return any unused funds to KDHE within 30 days of the fiscal reimbursement expiration date.
- (5) Obtain prior, written approval for a modification from the approved grant (e.g. reallocating dollar amounts among budget categories within the existing award amount or changing the scope of the project). A request to amend the approved grant/budget form must be submitted and approved by KDHE in its discretion. The original award amount may not be increased. When the grant/budget amendment has been approved by written consent, the amendment will become the official approved budget. The Governor's Solid Waste Grants Advisory Committee must approve reallocation requests.
- (6) Submit a summary report and affidavit of expenditures and supporting documentation in the required format to be received by KDHE no later than May 31, 2021. Affidavits submitted after May 31, 2021, at the sole discretion of KDHE, may be considered for reimbursement. Reimbursement will only be considered if the total amount of the grant has not been exhausted and the funds are available.
- (7) Include photos, a breakdown of all costs, and a narrative description of the project and a summary of the results in the summary report submitted to KDHE. A checklist to assist with the completion of the summary report will be provided by KDHE. If possible, the Grantee should document the project with news clippings and/or videos and include such items in the summary report.
- (8) Maintain complete, accurately documented and current accounting of all program funds including match expended to provide an audit trail to source documentation. Other reports requested by KDHE shall be submitted within 30 days from KDHE's request.
- (9) Obtain prior approval from KDHE before purchasing any item not listed in the project proposal, if said item is to be purchased in whole or in part with State funds under this contract.
- (10) Require contracts for services that provide for payment only for: services rendered, specific timetables, procedures for billing, work to be done, and how Grantee will compensate the contractor. The contract shall include a definition and description of the services to be provided by the contractor.
- (11) Comply with all applicable federal, state and local laws and regulations regarding proper playground and park installations.
- (12) Agree to allow KDHE or any of its employees or agents access to enter and freely move about all property in which work connected to this grant contract is being or has been performed for the

purposes of: interviewing site personnel and contractors; auditing and inspecting records, contracts and any other documents pertaining to the activities involved; and reviewing the progress of Grantee in completing its duties under the grant contract.

- (13) Permit KDHE to take any pictures or to conduct videotaping at the site. Grantee also agrees to permit KDHE, its employees or agents to inspect and copy all records, files, photographs, documents and other writings that pertain to work undertaken in connection with this grant contract.
- (14) Agree to preserve all records pertaining to the work conducted in connection with this grant contract during the time the grant contract is in effect, and following termination of the contract, in accordance with the Public Records Preservation Act, K.S.A. 45-401, et seq.
- (15) Post the sign provided by KDHE and/or use the designated logo and recognize the source of grant money at the project site, on capital equipment, and promotional materials. The signage should include language that states, "materials made from recycled tires funded in part by a Waste Tire Management Grant from the Kansas Department of Health and Environment".
- (16) Agree to participate in the Kansas Don't Spoil It, Get Caught Recycling™ or Kansas Green Teams program public education campaigns and KDHE outreach activities in a manner that is appropriate to the Grantee's needs.
- (17) Agree to complete and return annual KDHE surveys.
- (18) Certify by accepting this grant that this project is ADA compliant, or is part of an overall facilities system that provides ADA access and compliance pursuant to all local, state and federal requirements.
- (19) Immediately return any unused funds upon voluntary termination of the contract by either Party.

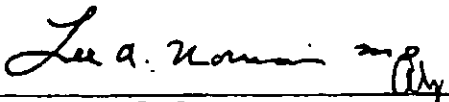
III. Both parties mutually agree that:

- (1) This agreement may be terminated by either party by giving at least thirty days' written notice in advance of the effective date of cancellation to the other party. Upon voluntary termination of the contract, the Grantee is required to submit a final report. Grantee's obligations in the contract regarding disbursed money or equipment purchased with grant money shall remain in effect for the duration of the contract period.
- (2) The provisions found in Contractual Provisions Attachment A (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part thereof.
- (3) The provisions found in the Policy Regarding Sexual Harassment, Attachment B, which is attached hereto, are hereby incorporated in this contract and made a part thereof.
- (4) Failure of the grantee to comply with any of the provisions of this grant will be deemed a violation and material breach of this agreement and KDHE may, at its discretion, refuse to release funds to Grantee as well as pursue any and all available legal remedies. KDHE is only liable for reimbursement for actions and services actually rendered pursuant to the terms of this agreement.
- (5) This agreement creates no property right to any grant money. Grantor reserves the right to disallow any expenditure upon review. It is understood that there is no right of appeal from any decision of KDHE for any payment or non-payment of grant money. The Secretary reserves the right to adjust the amount of grant money disbursed based upon availability of funding.
- (6) K.S.A. 65-3415(f) states that the grantee shall not be eligible to receive grants authorized by K.S.A. 65-3415 if the grantee is operating in substantial violation of applicable solid and hazardous waste

laws or rules and regulations. This also includes complying with K.S.A. 65-3405, the statute requiring solid waste management plans. Failure of a county or regional authority to comply with K.S.A. 65-3405 shall bar receipt of any grant funds by any entity within the jurisdiction of such county or regional authority unless the grant would support a project expected to yield benefits to counties outside the jurisdiction of such county or regional authority.

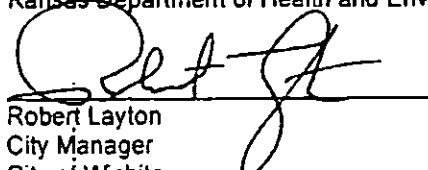
- (7) In the event the Grantee operates in substantial violation of applicable solid or hazardous waste laws or utilizes grant money for any unauthorized purpose, the Grantee will not meet KDHE's minimum requirements for grant eligibility for future grants authorized by K.S.A. 65-3401, et seq. and will not be eligible for such grants.
- (8) K.S.A. 65-3415(g) authorizes the Secretary to take action if a grant recipient has utilized grant moneys for unauthorized purposes. This could include ordering the repayment of any grant money, canceling department commitments or filing an action in district court for recovery of grant funds and expenses.
- (9) This agreement constitutes the whole agreement between the parties, and it is mutually understood and agreed that no alternative or variation to the terms of this agreement shall be valid unless amendments hereto are made in writing and agreed to by both parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the dates indicated.



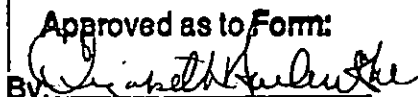
Lee A. Norman, M.D., Secretary
Kansas Department of Health and Environment

07-08-2021
Date



Robert Layton
City Manager
City of Wichita

5-3-2021
Date

Approved as to Form:
By  4/29/21

Asst. City Attorney

Attachment A

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:
"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."
The parties agree that following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of May 2021

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

ATTACHMENT B

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order

provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.

9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

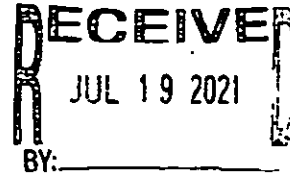
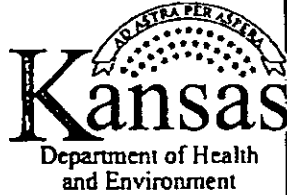
Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Troy Houtman 5/4/21
Signature and Date

Troy Houtman
Printed Name

Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 400
Topeka, KS 66612-1367



Phone: 785-296-1535
Fax: 785-559-4264
www.kdheks.gov

Lee A. Norman, M.D., Secretary

Laura Kelly, Governor

July 12, 2021

City of Wichita
455 N Main
Wichita, KS 67202

Dear Bret Russell,

Congratulations! The Secretary has signed your SFY 2021 Waste Tire Products Grant contract. Enclosed is your original copy of the grant contract. The KDHE business office will process your first grant payment, and it will take three to five weeks to reach you. The first payment is an advance for 50% of the grant amount. The payment will be in the form of a paper check or electronic fund transfer. The remaining funds will be distributed when the grant requirements discussed below are complete.

All expenses related to the grant project (match and grant) must be disclosed on the affidavit of expenditures form. When completing an affidavit of expenditure form, make sure all expenses (match and grant) are supported with a copy of the receipt or invoice, or in the case of salaries, with timesheets or the Salary Backup Documentation Table. KDHE staff will total all the backup documentation to verify the amounts shown on the affidavit. Do not include purchase orders, projections, quotes, or estimates on the affidavit.

Please refer to the Guide for Completing the Affidavit of Expenditure instructions. All forms can be found at the following website:

<http://www.kdheks.gov/waste/forms/grants.html>

KDHE may retain a minimum of ten percent (10%) of the award until all final payment requirements have been met.

A checklist is enclosed to assist with the completion of the final report. It can also be found on the above-mentioned website.

If possible, the Grantee should document the project with news, photos, and videos to include in the final report.

If the approved original plan needs to be adjusted or altered, it will be necessary to receive KDHE approval of the changes before implementation.

Your project must be completed by April 30, 2022, and all documentation must be submitted no later than May 31, 2022. Receipt of the final payment does not relieve the grantee of further contract requirements.

Good luck with your project. If you have any questions, please contact me Jessica Ruiz (Jessica.ruiz@ks.gov) at (785) 296-1617.

Sincerely,

A handwritten signature in black ink, appearing to be "JR" or "Jessica Ruiz", written over a horizontal line.

Jessica Ruiz, Grants Administrator
Outreach and Education/Grants Coordinator



Waste Tire Grant Final Report Checklist

Please make sure the minimum requirements listed below are included in your final report. Feel free to provide any additional information regarding the grant project that the following items do not address.

At the beginning of your final report, list:

- Grantee Name
- Grant Fiscal Year
- Grant Amount Awarded
- Total Grant Amount Spent
- Match Amount Spent

In your final report, include the following:

Written Narrative

- ☐ List the materials purchased with the grant funds and the cost of each item.
- ☐ Explain how the grant funds were used and describe the project that was completed.
- ☐ Discuss any installation or maintenance issues.
- ☐ Explain any reallocation requests approved by KDHE is any.
- ☐ Discuss the completed public education and outreach efforts regarding the use of recycled tire products.

Attachments

- ☐ Completed Affidavit of Expenditures
- ☐ Invoices for all expenses being claimed
- ☐ Proof of Property Insurance (replacement NOT liability)
- ☐ Proof of outreach efforts (pictures of events, social media screenshots, news clippings, or videos)
 - If you post on social media, please tag Keep It Clean Kansas on Facebook and Instagram so we can share your projects.
- ☐ Pictures of the completed project – including one of the installed sign
 - If you need a sign – please request one from Jessica Ruiz, jessica.ruiz@ks.gov
- ☐ Salary Back-up Documentation Table for staff salaries and volunteers (ONLY if you are claiming salaries as match)
- ☐ Attach completed Certificate of Installation (for surfacing grants only)

Affidavit of Expenditures, Salary Back-up Documentation, and Certificate of Installation can be found at:
https://www.kdheks.gov/waste/forms_grants.html

To submit your final report, please scan and email to jessica.ruiz@ks.gov

Child Care Aware of Kansas – KDHE Kansas Waste Tire Grant

DEPARTMENT OF PARK AND RECREATION



Troy Houtman, Director

12/6/21


Date

THE CITY OF WICHITA, KANSAS

Brandon J. Whipple, Mayor

Date

APPROVED AS TO FORM:



for: Jennifer Magana, City Attorney
and Director of Law

ATTEST:

Karen Sublett, City Clerk

12/6/21

Date

Date

**City of Wichita
City Council Meeting
December 21, 2021**

TO: Mayor and City Council

SUBJECT: Lease of Office Space in Evergreen Community Center and Library (District VI)

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve lease agreements with Empower Evergreen and Kansas Hispanic Education Development Foundation (KHEDF).

Background: The Evergreen Neighborhood Resource Center (ENRC) and the Evergreen Branch Library are combining to form a community center. Funding for this project comes from \$1 million of Hyatt Regency Hotel sale proceeds, approved by the City Council on December 19, 2017, for the remodeling of the Evergreen Resource Center and \$650,000 in General Obligation bond funding approved on July 14, 2020, in accordance with the Master Plan for Branch Libraries.

This project will result in a complete renovation of the branch library building to allow for co-location of both the library and the neighborhood resource center, as well as the addition of collaboration spaces and offices for community service providers. The facility is intended to reflect the vibrancy and character of the community it serves and become a true anchor institution.

Lease Agreements have been signed for two community partners, Empower Evergreen and KHEDF, to co-locate in the new Evergreen Community Center and Library. The tenants will utilize offices to provide programs and services for the residents of the Evergreen neighborhood. These will include a wide variety of activities to support small business development and workforce readiness.

Analysis: Each lease has a term of five years with two five-year options and a lease rate of \$1 per year. The tenant is responsible for all internet and telephone services. The City will provide janitorial services, utilities and general maintenance for the facility.

Financial Considerations: Utilities and janitorial services' costs are included in the 2022 Library operating budget.

Legal Considerations: The Law Department has reviewed the leases as to form.

Recommendation/Action: It is recommended that the City Council approve the Lease Agreements and authorize the necessary signatures.

Attachments: Lease agreements.

Exhibit A – Premise Map

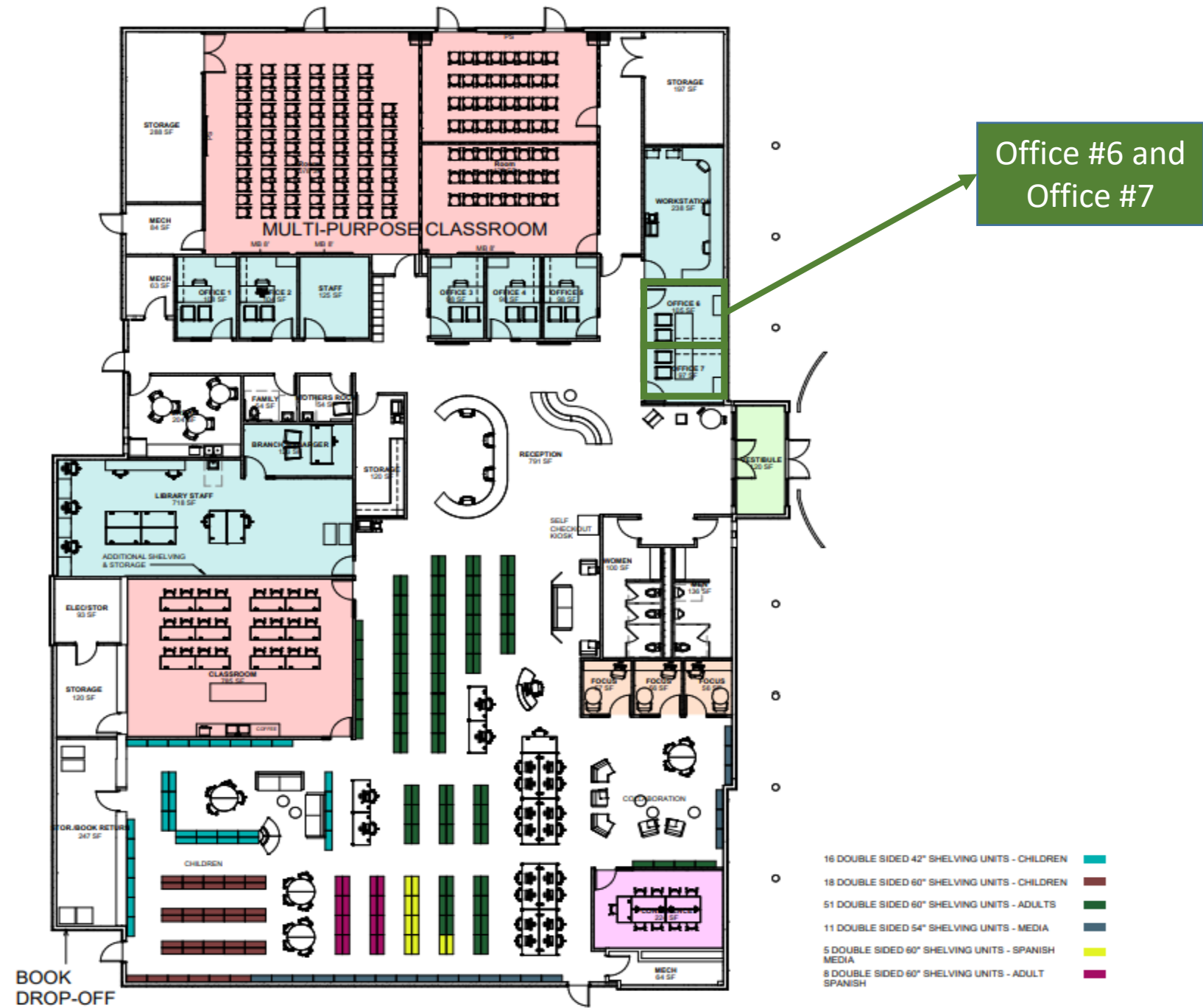


Exhibit B
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. Terms Herein Controlling Provisions: The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. Choice of Law: This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. Termination Due To Lack of Funding Appropriation: If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. Disclaimer of Liability: City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. Acceptance of Agreement: This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. Arbitration, Damages, Jury Trial and Warranties: The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. Representative's Authority to Contract: By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. Federal, State and Local Taxes: Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. Insurance: City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. Conflict of Interest: Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. Confidentiality: Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 et seq.) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as

authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act, and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. Cash Basis and Budget Laws. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. Anti-Discrimination Clause. Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin, ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the City cumulatively total \$5,000 or less during the City's fiscal year.

14. Suspension/Debarment. Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
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15. Compliance with Law. Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

LEASE AGREEMENT

By and between

CITY OF WICHITA, KANSAS

AND

Empower Evergreen

This Lease Agreement, hereinafter referred to as the "Lease" is made and entered into this 14th day of December, 2021, by and between the City of Wichita, a municipal corporation, hereinafter referred to as "the City" and Empower Evergreen, a 501(c)(3) corporation registered in Kansas, hereinafter referred to as "Lessee."

The parties agree as follows:

1. **PREMISES.** In accordance with the terms and conditions of this Lease, the City leases unto the Lessee, and Lessee leases from the City for the Lessee's exclusive use, two rooms within the City of Wichita's Evergreen Community Center ("Evergreen") located at 2601 N Arkansas, Wichita Kansas, (hereinafter referred to collectively as the "Premises") as shown on Exhibit A attached hereto. It is understood that the Premises subject to this Agreement may be adjusted in accordance with a master plan for Evergreen. Additionally, the City hereby grants to the Lessee (a) the nonexclusive right to access on the Premises of meeting rooms, conference rooms, multi-purpose rooms, all common areas, parking areas and walkways associated with Evergreen; (b) the non-exclusive right for Lessee, its invitees and agents to park on the parking facilities located at Evergreen; and (c) the non-exclusive right to use the staff breakroom at Evergreen.

2. **PURPOSE AND USE.** The Property shall be used by Lessee for providing opportunities for small business development, workforce readiness and education to the community in the City of Wichita, through a variety of programs. The Lessee, shall, in its use of the Premises, comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities now or hereafter applicable to Lessee or to any adjoining public ways, including those concerning abatement, treatment or prohibition of nuisance, littering, graffiti, trash, refuse, debris, garbage, noise or odors.

3. **TERM.** This Lease shall be for a term of five (5) years commencing on the effective date set forth above. Thereafter, this Lease may be extended by Lessee for two additional successive five-year terms upon the same terms and conditions as contained herein, by delivering written notice to the City of its intent to extend the term at least thirty (30) days prior to the expiration of the then existing term.

4. **CONSIDERATION.** Lessee shall pay to the City the sum of One Dollar per year as rent for the Premises. Rent shall be payable to the City on effective date of the Lease as set forth above and thereafter on the same month and day each subsequent year during the term of this Lease.

5. **STORAGE.** Lessee shall be allowed to share with the City the use of storage areas at Evergreen for the purpose of storing items needed for programs, activities and events as set forth in this Agreement. The parties agree that shared use of these storage areas by Lessee shall be for a term of two (2) years from the date this Agreement, at which time the parties will review and possibly renegotiate this provision. Lessee understands that storage of such equipment and other items is solely at its own risk and that the City is not responsible for any damage to or loss or theft of such equipment or other items.

6. **CITY'S RIGHT OF ENTRY.** The City, for itself and its duly authorized representatives and agents reserves the right to enter the Premises at all reasonable times during business hours throughout the initial term and any renewal terms under the Lease for the purpose of (a) examining, maintaining and inspecting the same; (b) performing such work made necessary by reason of Lessee's default under any of the provisions of this Lease and (c) while an event of default is continuing hereunder, for the purposes of exhibiting the Premises to prospective lessees or program partners.

7. **DAMAGE AND DESTRUCTION.** (a) If, during the initial term or an extended term of the Lease, the improvements on the Premises are damaged or destroyed, in whole or in part, by fire or other casualty, Lessee shall promptly notify the City in writing as to the nature and extent of such damage or loss. (b) If the City determines that such rebuilding, repairing, restoring or replacing is practicable and desirable, the City shall forthwith proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any net proceeds of casualty insurance required by the Lease and in excess of sums needed to defray the costs of repairing and restoring any such damage or loss of the improvements on the Premises shall be paid to the City unless said proceeds were in payment for items not owned by the City. (c) If Lessee determines that rebuilding, repairing, restoring or replacing the damaged improvements is not practicable and desirable, any net proceeds of casualty insurance required by the Lease and received with respect to any such damage or loss shall be paid to the City, unless said proceeds were in payment for items not owned by the City, and the Lease shall thereupon terminate and Lessee shall tender possession of the Premises to the City.

8. **LESSEE'S DUTIES.**

- A. Lessee shall provide to the City a copy of its bylaws, rules/regulations, a letter outlining how any fees collected are used, emergency procedures and a copy of Hold Harmless Agreements signed by participants or parents of participants. This information shall be amended as necessary throughout the term of the Lease.

- B. Lessee shall provide the City with a detailed schedule of all programs and activities, with anticipated dates and anticipated hours of use at least fifteen (15) days prior to the start of each calendar quarter.
- C. The City shall provide basic janitorial services including trash disposal for tenant occupied space. Lessee shall be responsible for keeping the Premises in a clean and sightly condition, free of trash, debris and obstructions. Lessee shall be fiscally responsible for special cleaning services as a result of their or their client's actions. The City shall issue an invoice for reimbursement should such an event occur.
- D. Lessee shall not permit any mechanic's liens or other similar liens to attach to the Premises for any work done by, for, or at the request of Lessee. Notwithstanding the foregoing, Lessee shall have the right to contest any such mechanic's lien or other similar lien, if within thirty (30) days it notified the City in writing of its intention to do so and provided that Lessee diligently prosecutes such contest at all times and effectively stays or prevents any official or judicial sale for the Premises by the posting of any necessary surety funds. Lessee agrees to satisfy any final judgment adjudging or enforcing such contested lien claim and thereafter to promptly procure record release or satisfaction thereof.
- E. Lessee may not mortgage or otherwise pledge or encumber its interest in the Lease, and may not sublease or assign its interest in the Lease, without the prior written consent of the City, which the City may grant or decline to grant in its absolute discretion. An attempt by the Lessee to take such action without City approval shall cause the immediate termination of the Lease.
- F. Lessee shall not make any addition, change or alteration to any building or structure on the Premises without written or e-mail approval from the Assistant City Manager or his or her designee. Any signage that is installed at the Premises shall be in conformity with all applicable laws, codes and ordinances. All requests for permission to construct any addition, change or alteration, or for consent to signage, must be submitted in written or email form to the Assistant City Manager or his or her designee.
- G. Lessee shall be responsible for all organizational aspects of Lessee's activities and special events.
- H. Lessee shall be responsible for opening and closing of its rooms on the Premises on all scheduled dates of use. The City agrees to provide to Lessee two sets of keys or

access cards to the Premises upon the effective date of the Lease. These keys or access cards shall be returned to the City upon termination of the Lease.

- I. Parking of cars by Lessee, its employees, and members of the public who come to the Premises to participate in activities sponsored by Lessee shall be only in areas designated for parking at Evergreen.

9. **UTILITIES.** The City shall be responsible for the payment of charges for electricity, gas, and water/sewer services on Premise. Lessee shall be responsible for its own Internet and or telephone services. The Lessee shall identify space, outside of the City's data closet for cable management, network routers/switches and phone switching equipment. However, the City shall not be liable to Lessee for interference in or interruption of any utility service, other than that resulting from City's nonpayment of charges for such service(s).

10. **TERMINATION OF LEASE.** Should Lessee or the City fail to meet the terms and conditions outlined in this Lease, either party, with a thirty (30) day written notice, may declare this Lease null and void. Prior to issuance of such a written notice, a "cure time" of thirty (30) days shall be given to resolve issues outlined in writing. This agreement will remain in force during both the 30 day cure time and 30 day termination period.

11. **LESSEE'S INSURANCE.** Lessee shall acquire, at its own cost, general liability insurance in an amount not less than the maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas Tort Claims Act or other similar future law (currently \$500,000 per occurrence). The City shall be named as an additional insured under said policy and such policy shall properly protect and indemnify the City in an amount not less than aforesaid. The issuer may not cancel the insurance thereof without at least thirty (30) days advance written notice to the Assistant City Manager. A copy of such policy shall be furnished to City upon the effective date of this Lease, and thereafter on the same month and day each subsequent year during the term of this Lease.

12. **HOLD HARMLESS.** Lessee agrees to indemnify, hold harmless, and defend the City and members of the City Council, officers, agents and employees (collectively referred to as the "Indemnified") from and against any and all loss, damage, liability, cost or expense including, but not limited to, attorney's fees and court costs incurred or suffered or claimed against any of the "Indemnified" by any person or entity by reason of injury, death, loss, or damage to any person, property, or business which arises, or is alleged to have arisen, from the negligence or willful misconduct of the Lessee or of its principals, officers, directors, agents or employees. The Lessee's obligation under this subparagraph shall survive termination of this Lease for any cause. The City shall notify Lessee as soon as practicable of any claim made or litigation threatened or instituted which in any way, directly or indirectly, contingently or otherwise affects or might affect Lessee.

Lessee shall have the right to compromise and participate in the defense of the same to the extent of its own interest.

13. **RULES, REGULATIONS AND ORDINANCES.** Lessee agrees to comply with all rules, regulations and ordinances of the City generally applicable to the public.

14. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease or sublet the Premises.

16. **NO ARBITRATION.** The Lessee and the City shall not be obligated to resolve any claim or dispute related to the Lease by arbitration.

17. **SIGNS.** No permanent signage, notice, advertisements, picture, or other inscriptions of any kind shall be put in or on any part of the Premises by Lessee without the prior written or e-mailed consent of the City.

18. **DISCRIMINATION.** Lessee shall comply with all applicable requirements of the City of Wichita's Revised Non-Discrimination and Equal Employment/Affirmative Action program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

19. **SURRENDER OF POSSESSION.** Upon the termination of this Lease, Lessee shall deliver to the City possession of the Premises, together with any improvements constructed thereon and return all keys thereto.

20. **NOTICES.** Any formal notice required or allowed hereunder shall be deemed sufficiently given if personally delivered, sent by registered or certified mail, return receipt requested, or sent via email or telefacsimile, to the party to who said notice is to be given. Notices sent by registered or certified mail, return receipt requested, shall be deemed to have been served 72 hours after the date said notice is postmarked to the addressee, postage prepaid. Notices sent by email or telefacsimile shall be deemed to have been served on the day sent and, if illegible, shall, at the receiving party's request, be re-sent until the receiving party receives a legible telefacsimile.

Until changed by written notice given by either party to the other, the addresses or the parties shall be as follows:

City of Wichita, Kansas
455 N. Main
____ Floor, City Hall
Wichita, Kansas 67202
Email:

Empower Evergreen
Ariel Rodriguez, Executive Director
2700 N. Woodland
Wichita, Kansas 67204
Email: ariel@empowerevergreen.org

21. **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the City and the Lessee and no other matters or agreements between the parties, either oral or written, will be of any effect.

22. **ALL AMENDMENTS IN WRITING.** This Lease may not be amended, modified, altered or changed in any respect except in writing, signed by the parties hereto.

23. **GOVERNING LAW.** This Lease is to be governed by and construed under the laws of the State of Kansas.

24. **THIRD PARTY RIGHTS.** It is specifically agreed between the City and the Lessee that it is not intended by any of the provisions of any part of this Lease to create in the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Lease to maintain an action for enforcement or damages pursuant to the terms or provisions of this Lease.

25. **FORCE MAJEURE.** No failure by a party to perform any of its material obligations under this Lease shall be deemed a breach of this Lease, nor create any liability, if the same shall arise from any cause beyond the reasonable control of such party, and not due to such party's fault, including without limitation, Acts of God, weather delays, flood, strike or work stoppages, acts of terrorism, governmental restrictions or unforeseen commercial delays.

26. **SEVERABILITY.** If any one or more of the provisions of this Lease are for any reason held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the invalidity of any such provision will not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal or unenforceable provision.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

CITY OF WICHITA, KANSAS

Empower Evergreen

Brandon Whipple, Mayor

Ariel Rodriguez
Ariel Rodriguez, Executive Director

APPROVED AS TO FORM:

ATTESTED TO:

Jennifer Magana
Jennifer Magana
City Attorney and Director of Law

Karen Sublett, City Clerk

Exhibit A – Premise Map

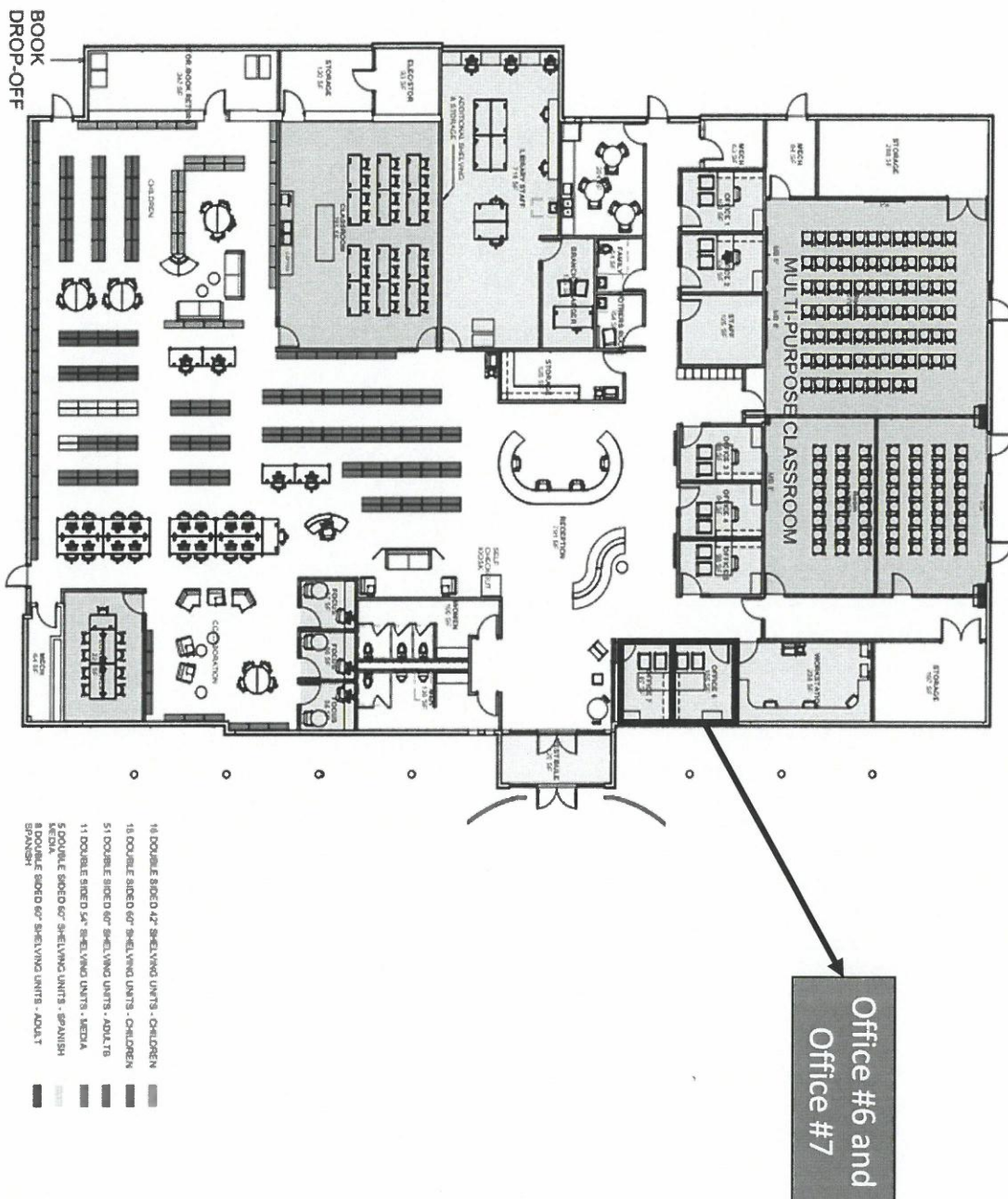


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3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability:** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as

authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act, and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin, ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the City cumulatively total \$5,000 or less during the City's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

LEASE AGREEMENT

By and between

CITY OF WICHITA, KANSAS

AND

Kansas Hispanic Education & Development Foundation

This Lease Agreement, hereinafter referred to as the "Lease" is made and entered into this 14th day of December, 2021, by and between the City of Wichita, a municipal corporation, hereinafter referred to as "the City" and Kansas Hispanic Education & Development Foundation, a 501(c)(3) corporation registered in Kansas, hereinafter referred to as "Lessee."

The parties agree as follows:

1. **PREMISES.** In accordance with the terms and conditions of this Lease, the City leases unto the Lessee, and Lessee leases from the City for the Lessee's exclusive use, three rooms within the City of Wichita's Evergreen Community Center ("Evergreen") located at 2601 N Arkansas, Wichita Kansas, (hereinafter referred to collectively as the "Premises") as shown on Exhibit A attached hereto. It is understood that the Premises subject to this Agreement may be adjusted in accordance with a master plan for Evergreen. Additionally, the City hereby grants to the Lessee (a) the nonexclusive right to access on the Premises of meeting rooms, conference rooms, multi-purpose rooms, all common areas, parking areas and walkways associated with Evergreen; (b) the non-exclusive right for Lessee, its invitees and agents to park on the parking facilities located at Evergreen; and (c) the non-exclusive right to use the staff breakroom at Evergreen.

2. **PURPOSE AND USE.** The Property shall be used by Lessee for providing opportunities for small business development, workforce readiness and education to the community in the City of Wichita, through a variety of programs. The Lessee, shall, in its use of the Premises, comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities now or hereafter applicable to Lessee or to any adjoining public ways, including those concerning abatement, treatment or prohibition of nuisance, littering, graffiti, trash, refuse, debris, garbage, noise or odors.

3. **TERM.** This Lease shall be for a term of five (5) years commencing on the effective date set forth above. Thereafter, this Lease may be extended by Lessee for two additional successive five-year terms upon the same terms and conditions as contained herein, by delivering written notice to the City of its intent to extend the term at least thirty (30) days prior to the expiration of the then existing term.

4. **CONSIDERATION.** Lessee shall pay to the City the sum of One Dollar per year as rent for the Premises. Rent shall be payable to the City on effective date of the Lease as set forth above and thereafter on the same month and day each subsequent year during the term of this Lease.

5. **STORAGE.** Lessee shall be allowed to share with the City the use of storage areas at Evergreen for the purpose of storing items needed for programs, activities and events as set forth in this Agreement. The parties agree that shared use of these storage areas by Lessee shall be for a term of two (2) years from the date this Agreement, at which time the parties will review and possibly renegotiate this provision. Lessee shall not utilize designated vacant offices for storage. Lessee understands that storage of such equipment and other items is solely at its own risk and that the City is not responsible for any damage to or loss or theft of such equipment or other items.

6. **CITY'S RIGHT OF ENTRY.** The City, for itself and its duly authorized representatives and agents reserves the right to enter the Premises at all reasonable times during business hours throughout the initial term and any renewal terms under the Lease for the purpose of (a) examining, maintaining and inspecting the same; (b) performing such work made necessary by reason of Lessee's default under any of the provisions of this Lease and (c) while an event of default is continuing hereunder, for the purposes of exhibiting the Premises to prospective lessees or program partners.

7. **DAMAGE AND DESTRUCTION.** (a) If, during the initial term or an extended term of the Lease, the improvements on the Premises are damaged or destroyed, in whole or in part, by fire or other casualty, Lessee shall promptly notify the City in writing as to the nature and extent of such damage or loss. (b) If the City determines that such rebuilding, repairing, restoring or replacing is practicable and desirable, the City shall forthwith proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any net proceeds of casualty insurance required by the Lease and in excess of sums needed to defray the costs of repairing and restoring any such damage or loss of the improvements on the Premises shall be paid to the City unless said proceeds were in payment for items not owned by the City. (c) If Lessee determines that rebuilding, repairing, restoring or replacing the damaged improvements is not practicable and desirable, any net proceeds of casualty insurance required by the Lease and received with respect to any such damage or loss shall be paid to the City, unless said proceeds were in payment for items not owned by the City, and the Lease shall thereupon terminate and Lessee shall tender possession of the Premises to the City.

8. **LESSEE'S DUTIES.**

- A. Lessee shall provide to the City a copy of its bylaws, rules/regulations, a letter outlining how any fees collected are used, emergency procedures and a copy of Hold Harmless Agreements signed by participants or parents of participants. This information shall be amended as necessary throughout the term of the Lease.

- B. Lessee shall provide the City with a detailed schedule of all programs and activities, with anticipated dates and anticipated hours of use at least fifteen (15) days prior to the start of each calendar quarter.
- C. The City shall provide basic janitorial services including trash disposal for tenant occupied space. Lessee shall be responsible for keeping the Premises in a clean and sightly condition, free of trash, debris and obstructions. Lessee shall be fiscally responsible for special cleaning services as a result of their or their client's actions. The City shall issue an invoice for reimbursement should such an event occur.
- D. Lessee shall not permit any mechanic's liens or other similar liens to attach to the Premises for any work done by, for, or at the request of Lessee. Notwithstanding the foregoing, Lessee shall have the right to contest any such mechanic's lien or other similar lien, if within thirty (30) days it notified the City in writing of its intention to do so and provided that Lessee diligently prosecutes such contest at all times and effectively stays or prevents any official or judicial sale for the Premises by the posting of any necessary surety funds. Lessee agrees to satisfy any final judgment adjudging or enforcing such contested lien claim and thereafter to promptly procure record release or satisfaction thereof.
- E. Lessee may not mortgage or otherwise pledge or encumber its interest in the Lease, and may not sublease or assign its interest in the Lease, without the prior written consent of the City, which the City may grant or decline to grant in its absolute discretion. An attempt by the Lessee to take such action without City approval shall cause the immediate termination of the Lease.
- F. Lessee shall not make any addition, change or alteration to any building or structure on the Premises without written or e-mail approval from the Assistant City Manager or his or her designee. Any signage that is installed at the Premises shall be in conformity with all applicable laws, codes and ordinances. All requests for permission to construct any addition, change or alteration, or for consent to signage, must be submitted in written or email form to the Assistant City Manager or his or her designee.
- G. Lessee shall be responsible for all organizational aspects of Lessee's activities and special events.
- H. Lessee shall be responsible for opening and closing of its rooms on the Premises on all scheduled dates of use. The City agrees to provide to Lessee three sets of keys or

access cards to the Premises upon the effective date of the Lease. These keys or access cards shall be returned to the City upon termination of the Lease.

- I. Parking of cars by Lessee, its employees, and members of the public who come to the Premises to participate in activities sponsored by Lessee shall be only in areas designated for parking at Evergreen.

9. **UTILITIES.** The City shall be responsible for the payment of charges for electricity, gas, and water/sewer services on Premise. Lessee shall be responsible for its own Internet and or telephone services. The Lessee shall identify space, outside of the City's data closet for cable management, network routers/switches and phone switching equipment. However, the City shall not be liable to Lessee for interference in or interruption of any utility service, other than that resulting from City's nonpayment of charges for such service(s).

10. **TERMINATION OF LEASE.** Should Lessee or the City fail to meet the terms and conditions outlined in this Lease, either party, with a thirty (30) day written notice, may declare this Lease null and void. Prior to issuance of such a written notice, a "cure time" of thirty (30) days shall be given to resolve issues outlined in writing. This agreement will remain in force during both the 30 day cure time and 30 day termination period.

11. **LESSEE'S INSURANCE.** Lessee shall acquire, at its own cost, general liability insurance in an amount not less than the maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas Tort Claims Act or other similar future law (currently \$500,000 per occurrence). The City shall be named as an additional insured under said policy and such policy shall properly protect and indemnify the City in an amount not less than aforesaid. The issuer may not cancel the insurance thereof without at least thirty (30) days advance written notice to the Assistant City Manager. A copy of such policy shall be furnished to City upon the effective date of this Lease, and thereafter on the same month and day each subsequent year during the term of this Lease.

12. **HOLD HARMLESS.** Lessee agrees to indemnify, hold harmless, and defend the City and members of the City Council, officers, agents and employees (collectively referred to as the "Indemnified") from and against any and all loss, damage, liability, cost or expense including, but not limited to, attorney's fees and court costs incurred or suffered or claimed against any of the "Indemnified" by any person or entity by reason of injury, death, loss, or damage to any person, property, or business which arises, or is alleged to have arisen, from the negligence or willful misconduct of the Lessee or of its principals, officers, directors, agents or employees. The Lessee's obligation under this subparagraph shall survive termination of this Lease for any cause. The City shall notify Lessee as soon as practicable of any claim made or litigation threatened or instituted which in any way, directly or indirectly, contingently or otherwise affects or might affect Lessee.

Lessee shall have the right to compromise and participate in the defense of the same to the extent of its own interest.

13. **RULES, REGULATIONS AND ORDINANCES.** Lessee agrees to comply with all rules, regulations and ordinances of the City generally applicable to the public.

14. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign this Lease or sublet the Premises.

16. **NO ARBITRATION.** The Lessee and the City shall not be obligated to resolve any claim or dispute related to the Lease by arbitration.

17. **SIGNS.** No permanent signage, notice, advertisements, picture, or other inscriptions of any kind shall be put in or on any part of the Premises by Lessee without the prior written or e-mailed consent of the City.

18. **DISCRIMINATION.** Lessee shall comply with all applicable requirements of the City of Wichita's Revised Non-Discrimination and Equal Employment/Affirmative Action program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

19. **SURRENDER OF POSSESSION.** Upon the termination of this Lease, Lessee shall deliver to the City possession of the Premises, together with any improvements constructed thereon and return all keys thereto.

20. **NOTICES.** Any formal notice required or allowed hereunder shall be deemed sufficiently given if personally delivered, sent by registered or certified mail, return receipt requested, or sent via email or telefacsimile, to the party to who said notice is to be given. Notices sent by registered or certified mail, return receipt requested, shall be deemed to have been served 72 hours after the date said notice is postmarked to the addressee, postage prepaid. Notices sent by email or telefacsimile shall be deemed to have been served on the day sent and, if illegible, shall, at the receiving party's request, be re-sent until the receiving party receives a legible telefacsimile.

Until changed by written notice given by either party to the other, the addresses or the parties shall be as follows:

City of Wichita

District VI Community Services Rep.
2601 N. Arkansas
Wichita, KS 67204
Email: alopez@wichita.gov

Kansas Hispanic Education & Development
Foundation
Micaela Ramirez, Executive Director
2601 N. Arkansas
Wichita, KS 67204

21. **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the City and the Lessee and no other matters or agreements between the parties, either oral or written, will be of any effect.

22. **ALL AMENDMENTS IN WRITING.** This Lease may not be amended, modified, altered or changed in any respect except in writing, signed by the parties hereto.

23. **GOVERNING LAW.** This Lease is to be governed by and construed under the laws of the State of Kansas.

24. **THIRD PARTY RIGHTS.** It is specifically agreed between the City and the Lessee that it is not intended by any of the provisions of any part of this Lease to create in the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Lease to maintain an action for enforcement or damages pursuant to the terms or provisions of this Lease.

25. **FORCE MAJEURE.** No failure by a party to perform any of its material obligations under this Lease shall be deemed a breach of this Lease, nor create any liability, if the same shall arise from any cause beyond the reasonable control of such party, and not due to such party's fault, including without limitation, Acts of God, weather delays, flood, strike or work stoppages, acts of terrorism, governmental restrictions or unforeseen commercial delays.

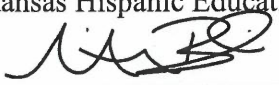
26. **SEVERABILITY.** If any one or more of the provisions of this Lease are for any reason held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the invalidity of any such provision will not affect any other provision of the Lease, which will be construed as if it had not included the invalid, illegal or unenforceable provision.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

CITY OF WICHITA, KANSAS

Kansas Hispanic Education & Development Foundation


Brandon Whipple, Mayor



Micaela Ramirez, Executive Director

APPROVED AS TO FORM:

ATTESTED TO:



Jennifer Magana
City Attorney and Director of Law

Karen Sublett, City Clerk

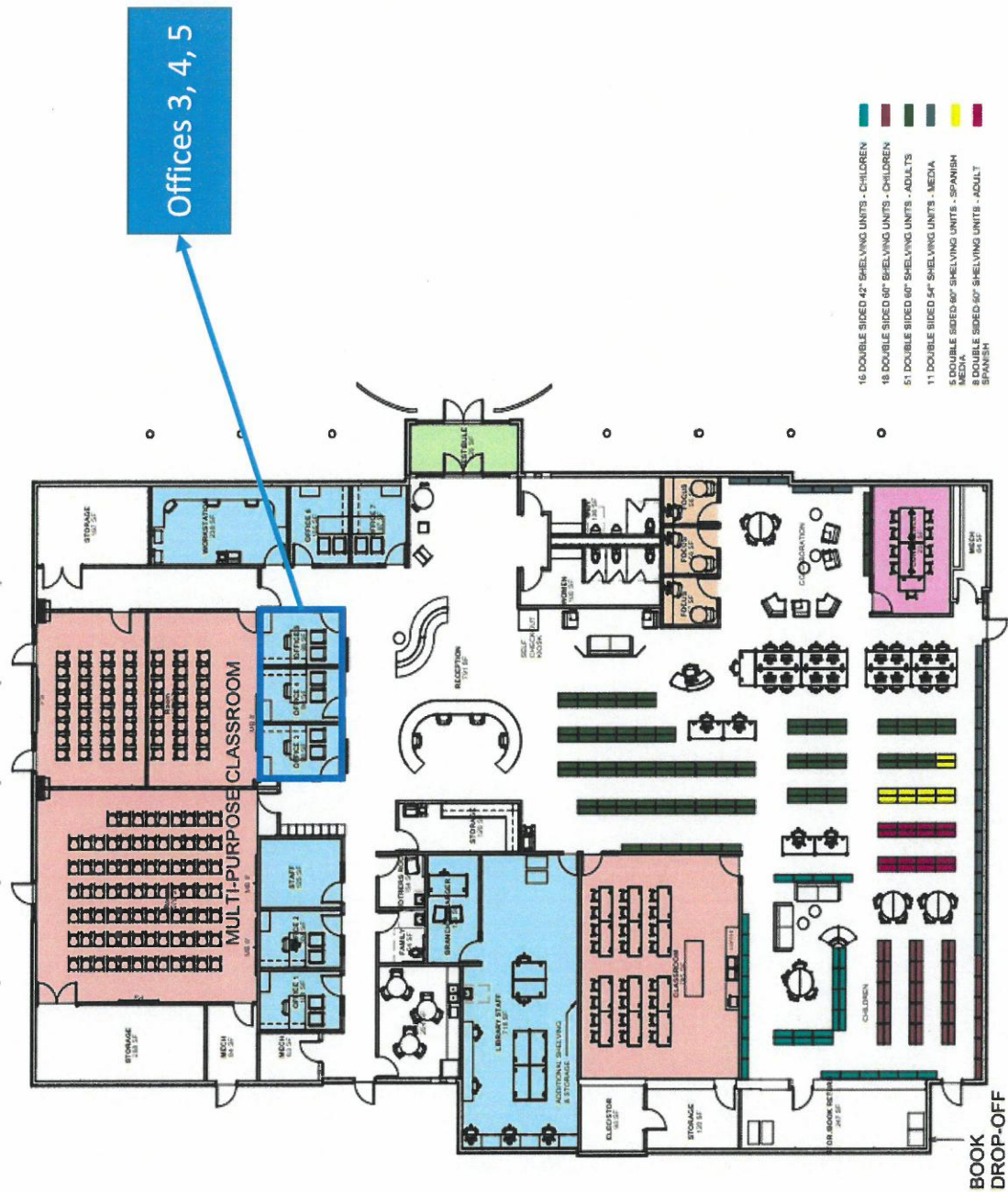


Exhibit B
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
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5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
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10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as

authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act, and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

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Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the City cumulatively total \$5,000 or less during the City's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

**City of Wichita
City Council Meeting
December 21, 2021**

TO: Mayor and City Council

SUBJECT: Ordinance Appropriating the 2022 Budget and Ratifying the Payment of Claims Against the 2021 Budget

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the first reading of the ordinance.

Background: Each year the City Council must appropriate and approve the spending of the next year's budget according to the Adopted Budget and also authorize, approve and ratify the payments that have occurred against the current year budget.

Analysis: State statute requires the amounts established in the 2022 Adopted Budget to be appropriated, authorizing the payment of all claims and charges. Payments of claims and charges against each fund shall all be made by a combination of checks and warrants, drawn by the Director of Finance and countersigned by the City Manager and City Treasurer as provided by law.

The payment of all claims and charges against respective accounts and funds provided in the budget for fiscal year 2021 are also required to be authorized, ratified and approved.

These legal requirements can be met by adoption of the presented ordinance.

Financial Considerations: Appropriation of the 2022 budgets as adopted in September 2021 is required prior to expending funds.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the first reading of the ordinance and authorize the necessary signatures.

Attachment: Ordinance

ORDINANCE NO. 51-691

AN ORDINANCE APPROPRIATING THE AMOUNTS SET UP IN EACH FUND IN THE BUDGET; PROVIDING FOR THE PAYMENT OF ALL CLAIMS AND CHARGES AGAINST THE ACCOUNTS PROVIDED FOR THEREIN; AND APPROVING AND RATIFYING THE PAYMENT OF ALL CLAIMS AGAINST THE ACCOUNTS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That there is hereby appropriated the amounts set up in each fund in the budget for the fiscal year 2022 for the payment of all claims and charges against each fund. Payments of all claims and charges against each fund shall be made by combination of checks and warrants, drawn by the Director of Finance and counter-signed by the City Manager and City Treasurer as provided by law, provided, however, that such officers shall at all times comply with the provisions of the Budget Law and the Cash Basis Law of the State of Kansas.

SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2021 are hereby authorized, ratified and approved.

SECTION 3. This Ordinance shall take effect and be in force from and after its passage and publication once in the official city paper.

PASSED by the Governing Body of the City of Wichita, Kansas, this 28th day of December, 2021.

CITY OF WICHITA, KANSAS

Brandon Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

SECOND READING ORDINANCES FOR December 21, 2021 (FIRST READ December 14, 2021)

a. ORDINANCE NO. 51-688

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES IX, 2021 (NETAPP PROJECT) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

b. ORDINANCE NO. 51-689

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES II, 2021 (WEBB INDUSTRIAL, LLC) FOR THE PURPOSE OF PAYING THE COSTS OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A INDUSTRIAL WAREHOUSE AND DISTRIBUTION FACILITY; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

Agenda Item No. II-11

**City of Wichita
City Council Meeting
December 21, 2021**

TO: Mayor and City Council

SUBJECT: ZON2021-00046 – City Zone Change from SF-5 Single-Family Residential to GC General Commercial with a Protective Overlay to Allow for Storage Unit Development; Generally Located on the Northwest Corner of West 23rd Street North and North Hoover Road (5700 West 23rd Street North). (District VI)

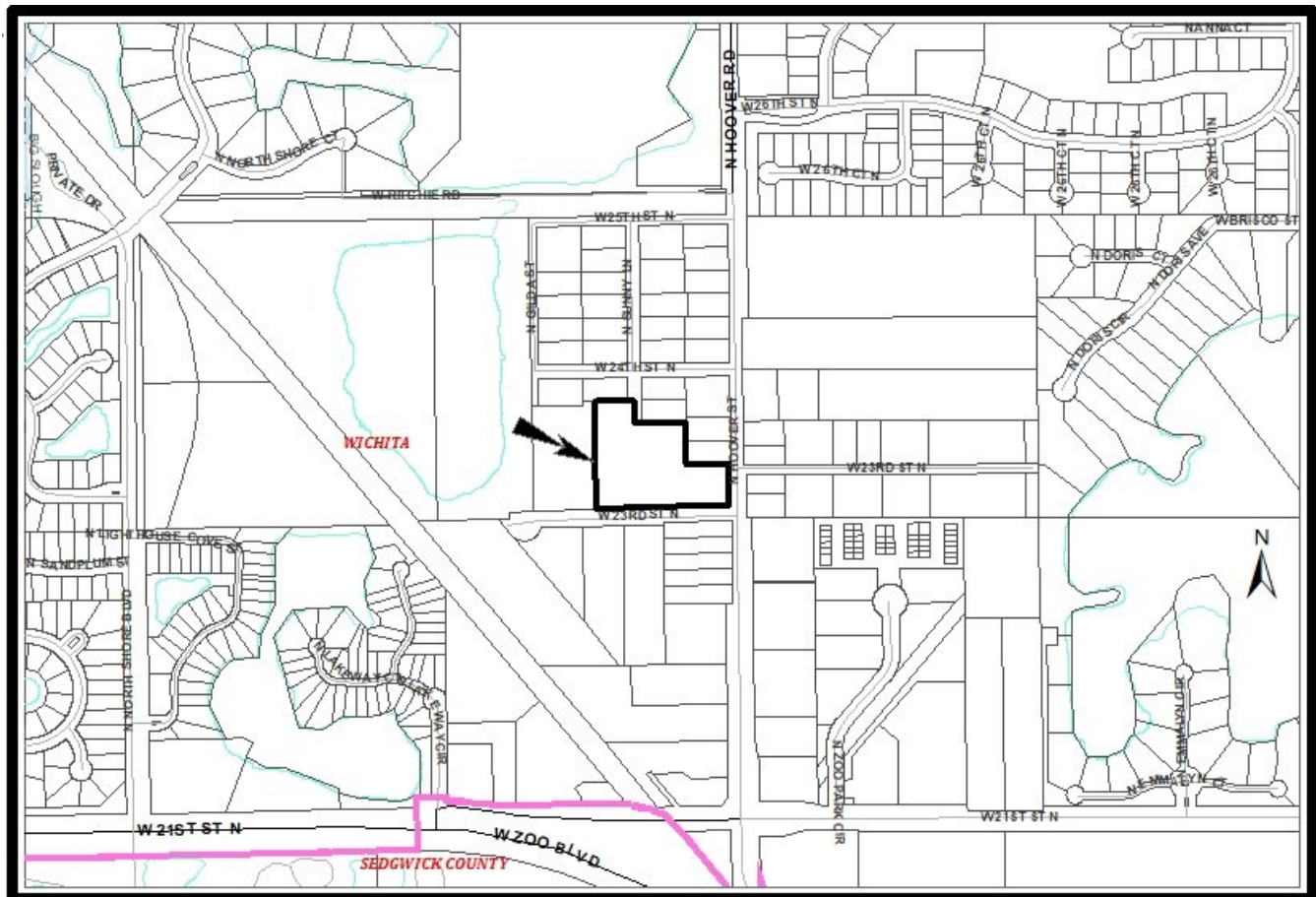
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve (12-0-1), subject to staff recommendation.

MAPD Staff Recommendations: Approve as submitted.

DAB VI Recommendations: No recommendation due to lack of quorum.



Background: The applicant is requesting a zone change from SF-5 Single-Family Residential to GC General Commercial for a parcel generally located on the west side of North Hoover Road and approximately one-half mile north of West 21st Street North (5700 West 23rd Street North). The applicant is seeking to rezone the property for a self-service storage warehouse and a vehicle storage yard. The applicant has proposed Protective Overlay #380 restricting the proposed zoning to mitigate negative impacts and to ensure the compatibility of the proposed uses with nearby residential uses. The proposed language of PO #380 is attached and is discussed in general below.

As shown on the attached site plan, the applicant intends to raze all existing structures on the site and build six storage buildings, each with multiple storage units. As the storage buildings are built in phases, the applicant would also like to use a portion of the property as a vehicle storage yard for patrons to rent space to store operable vehicles such as RVs and boats (not pictured on site plan). With the presence of unrestricted LI Limited Industrial zoning adjacent to the south, the requested zone change with the Protective Overlay is not unreasonable. However, given the single-family residential character of the area north, east, and west of the site, staff concurs with the language of the proposed Protective Overlay that will prohibit uses permitted in GC General Commercial and restrict signage that would be inappropriate for the residential context.

Properties to the north and east are zoned SF-5 Single-Family Residential and are developed with single-family dwellings. Property southeast of the intersection of West 23rd Street and North Hoover Road is zoned LI Limited Industrial. Approximately 500 feet west of North Hoover Road, a self-storage facility is developed in LI Limited Industrial zoning abutting SF-5 zoning to the north. Property to the west is zoned SF-5 Single-Family Residential with Conditional Use CU-231. The property is undeveloped and the Conditional Use permits excavating. Property to the south is zoned SF-5 Single-Family Residential at the southwest corner of North Hoover Road and West 23rd Street and is developed with single-family dwellings. Farther west, it is zoned LI Limited Industrial with warehousing uses.

With property surrounding the subject site zoned residential, this site shall comply with screening and landscaping standards set forth in the Unified Zoning Code (UZC) and the Wichita Landscape Ordinance. Section IV-B of the UZC addresses screening standards. It requires a minimum six-foot solid screening fence where abutting residential zoning. Additionally, the site must comply with the Wichita Landscape Ordinance for landscape buffering along property lines that abut residential zoned properties. The minimum requirement is one shade tree per 40-linear feet. Furthermore, the Wichita Landscape Ordinance requires a landscape street yard and parking lot screening. The landscape street yard would be required along North Hoover Road and only that portion of West 23rd Street that is across the street from residential zoning (approximately the east 300 feet). The protective overlay proposes a 10-foot landscape strip along the entire length of North Hoover Road and West 23rd Street.

Section IV-A.4 of the UZC requires the following off-street parking spaces per use. The total square footage of self-service storage warehouse and vehicle storage yard is unknown. Therefore, a total of at least six parking off-street parking spaces are required, but it could be more depending on the size. Below is a breakdown of the off-street parking requirement per self-service storage building in addition to the requirement for Vehicle Storage Yard. Based on the proposed sizes of the self-service storage buildings as seen on the site plan, the applicant would have to accommodate a minimum of 10 off-street parking spaces. The layout of the site is likely to change in order to provide sufficient space for the minimum required spaces, which may reduce the amount of storage area on the site.

Compatibility setback and height standards shall apply to this site since it abuts SF-5 zoning. In accordance with Section IV-C.4 of the UZC, the compatibility building setback shall be 25 feet on the rear and side property lines. In accordance with Section IV.C.5 of the UZC, the compatibility height standards shall be in effect. This section states that a building cannot exceed 35 feet in height within 50 feet of the lot line of a property zoned TF-3 Two-Family Residential or more restrictive. For every three feet greater than 50 feet from the lot line, the building can gain one-foot in height.

Analysis: On November 18, 2021, the Metropolitan Area Planning Commission (MAPC) reviewed the application and approved it (12-0-1) subject to Protective Overlay #380 (attached in the MAPC Minutes). Two

members of the public spoke at the MAPC meeting. They were not opposed to the developed, but provided suggestion of where the vehicle storage yard should be located as well as requested additional landscaping and screening.

On November 17, 2021, DAB VI considered the request. Due to the lack of quorum, they were unable to render a recommendation. Two members of the public spoke at the DAB VI meeting. They were not opposed to the developed, but provided suggestion of where the vehicle storage yard should be located as well as requested additional landscaping and screening.

No protest petitions have been received for the requested zoning change. The request can be approved with a simple majority vote.

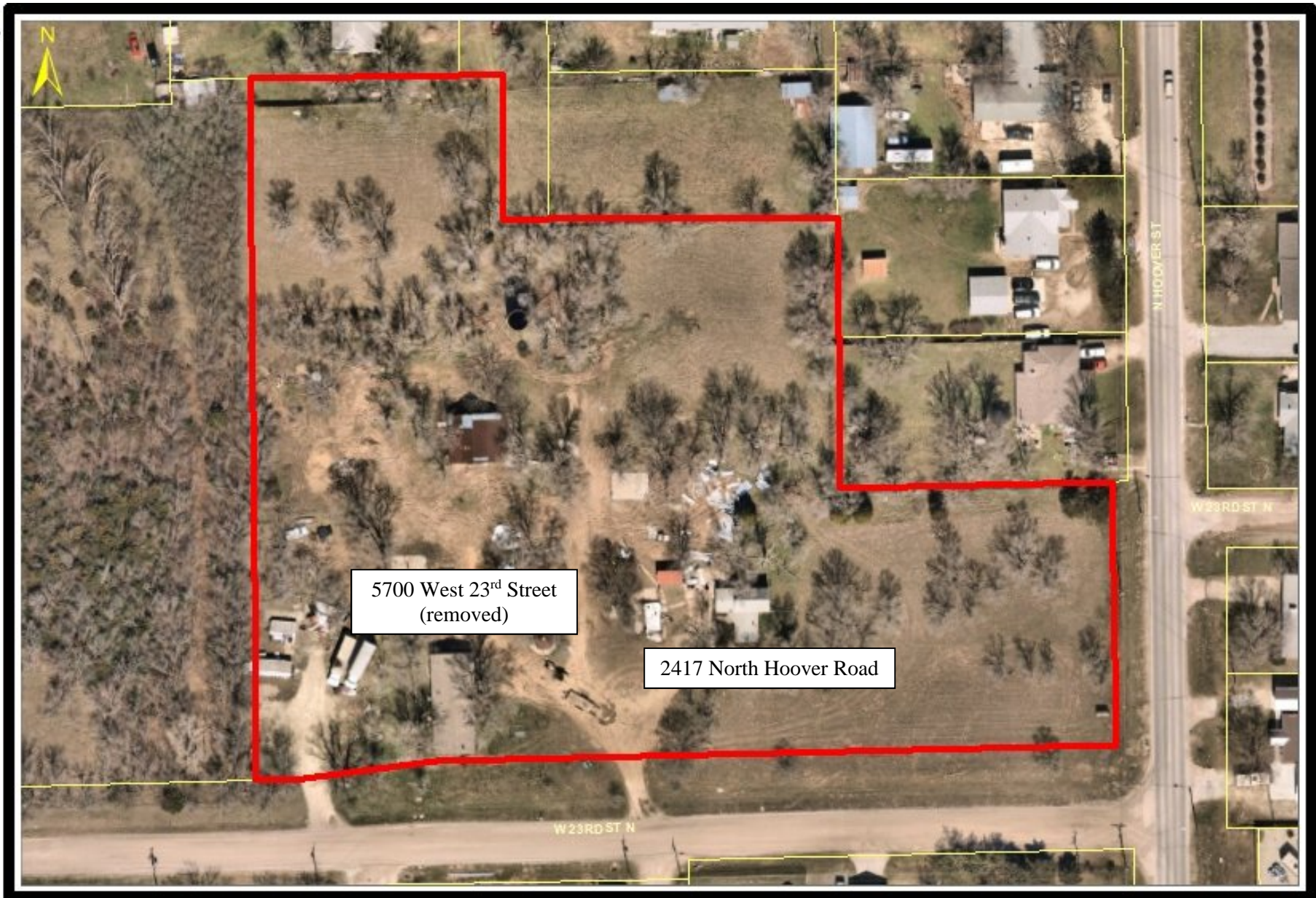
Financial Considerations: Approval of this request will not create any financial obligations for the City.

Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes).








Attachments:

Aerial Map
Zoning Map
Land Use Map
Photos
MAPC minutes
DAB VI Report
Ordinance



2035 Wichita Future Growth Concept Map



Legend

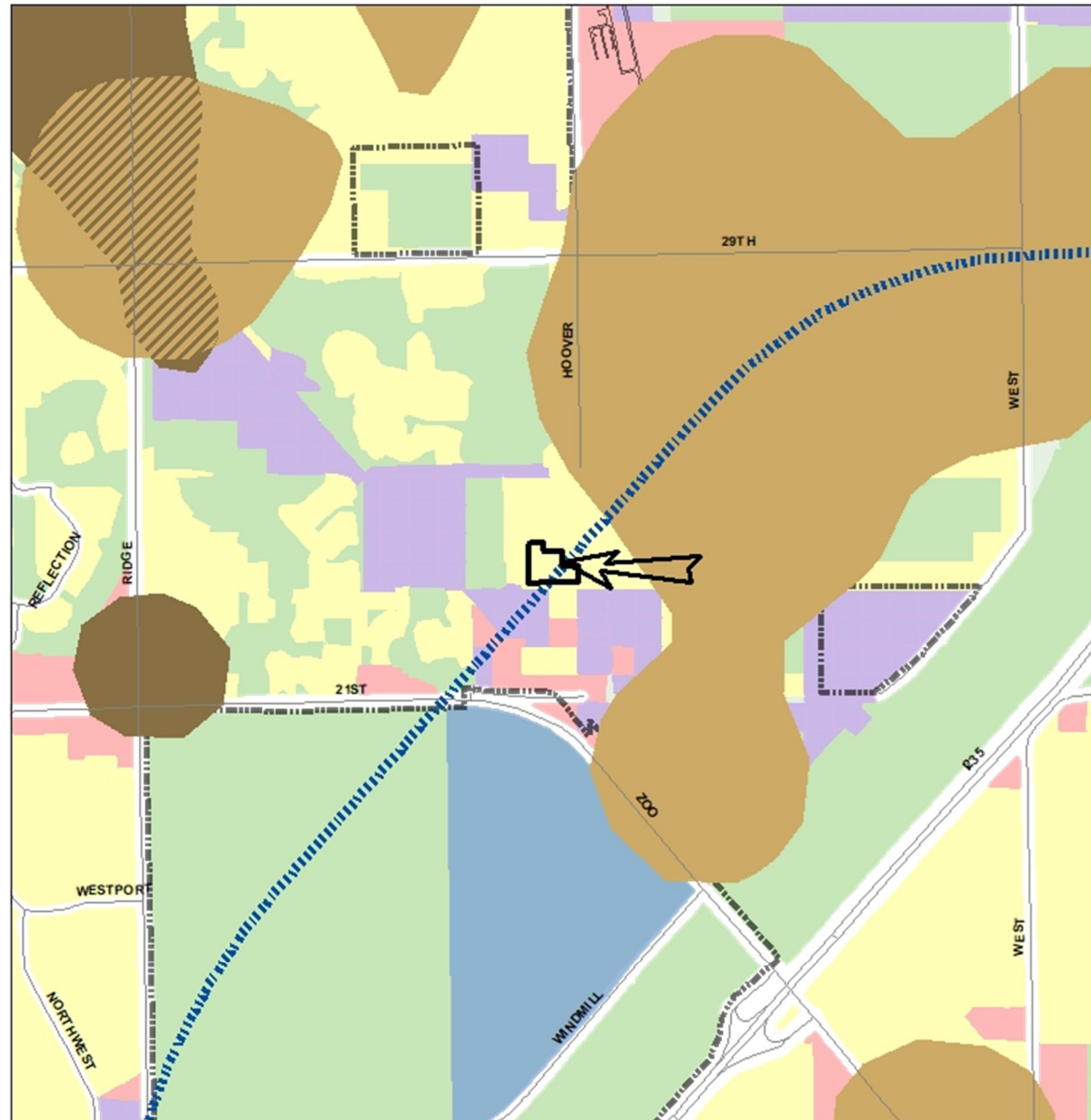
-  Established Central Area
-  Residential and Employment Mix
-  New Employment
-  New Residential
-  Wichita City Limits
-  Other Cities
-  Northwest Bypass Right-of-Way

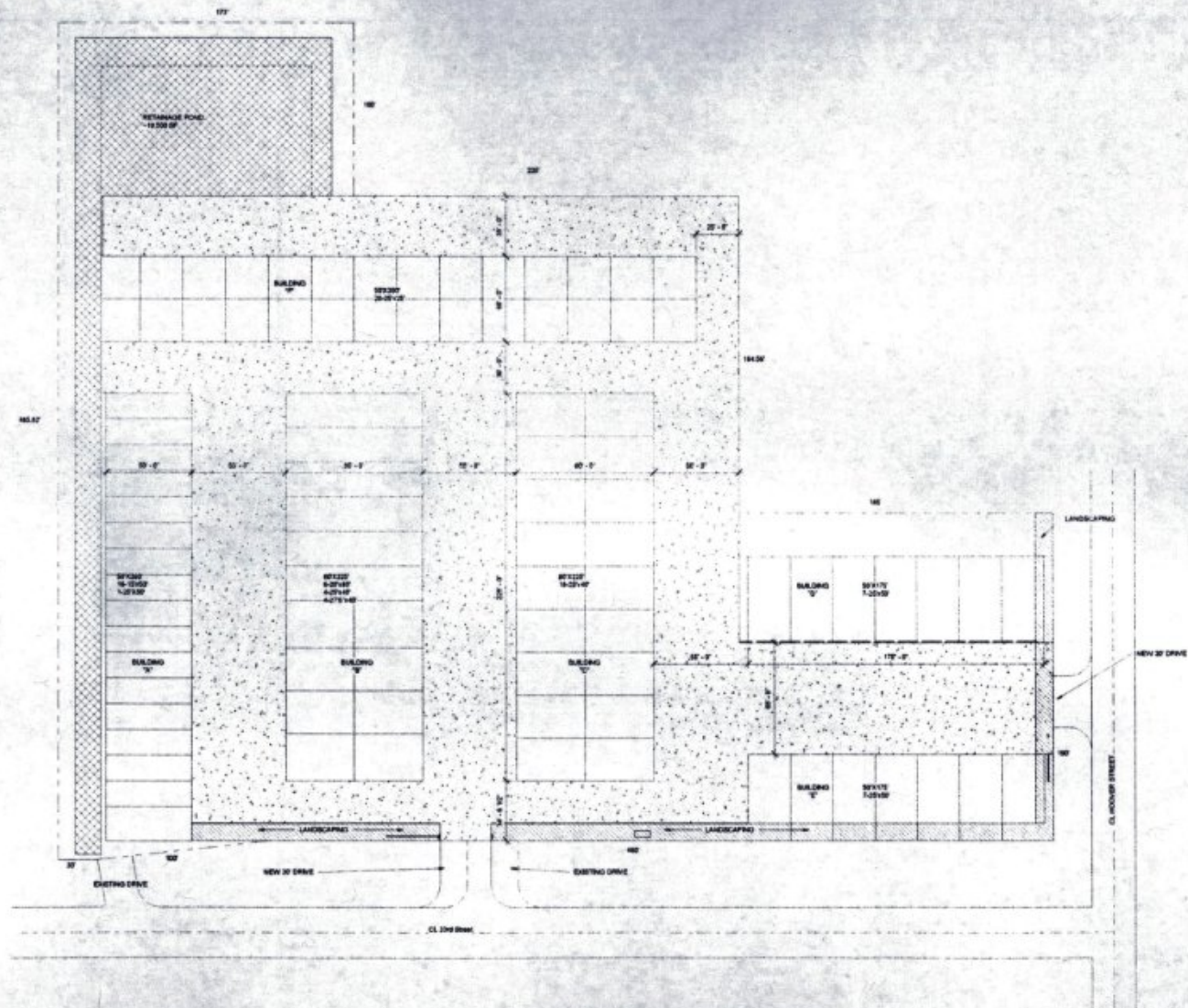
Statistical Development Areas

-  Other Urban Growth Areas 2014
-  Other Urban Growth Areas 2014
-  Rural Growth Areas 2014

LAND USE

-  Residential
-  Commercial
-  Industrial
-  Major Air Transportation & Military
-  Parks and Open Space
-  Agricultural or Vacant
-  Major Institutional
-  Nghbd_Plan_Areas





1 SITE PLAN
1" = 30'-0"

Looking northwest at site from Hoover



Looking northwest at site



Looking north at site



Looking northeast away from site



Looking southeast away from site



Looking west along 23rd Street



Looking west at property south of site



West of site looking south



EXCERPT MINUTES OF THE NOVEMBER 18, 2021 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

4.3 ZON2021-00046: City Zone Change from SF-5 Single-Family Residential to GC General Commercial with a Protective Overlay to allow for storage unit development; generally located on the northwest corner of West 23rd Street North and North Hoover Road (5700 West 23rd Street North).

A tract beginning at a point 30 feet North of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 3, Township 27 South, Range 1 West of the 6th Principal Meridian, Sedgwick County, Kansas; thence North on the Section line 200 feet; thence West 225 feet; thence North 184.56 feet; thence West 225 feet; thence North 100 feet; thence West 173 feet; thence South 485.82 feet, more or less, to a point 30 feet North of the South line of the Northeast Quarter of the Southeast Quarter of said Section 3; thence East 623 feet to the point of beginning.

BACKGROUND: The applicant is requesting a zone change from SF-5 Single-Family Residential to GC General Commercial for a parcel generally located on the west side of North Hoover Road and approximately one-half mile north of West 21st Street North (5700 West 23rd Street North). The applicant is seeking to rezone the property for a self-service storage warehouse and a vehicle storage yard. The applicant has proposed Protective Overlay #380 restricting the proposed zoning to mitigate negative impacts and to ensure the compatibility of the proposed uses with nearby residential uses. The proposed language of PO #380 is attached and is discussed in general below.

The site is currently developed with a single-family dwelling and several accessory structures. According to Sedgwick County records, the dwelling addressed as 2417 North Hoover Road was built in 1920. Historical aerial images indicate the presence of a second dwelling (likely a manufactured home) as far back as 1983 until very recent. However, a site visit confirms the second dwelling, addressed as 5700 West 23rd Street North, has been removed.

As shown on the attached site plan, the applicant intends to raze all existing structures on the site and build six storage buildings, each with multiple storage units. As the storage buildings are built in phases, the applicant would also like to use a portion of the property as a vehicle storage yard for patrons to rent space to store operable vehicles such as RVs and boats (not pictured on site plan). With the presence of unrestricted LI Limited Industrial zoning adjacent to the south, the requested zone change with the Protective Overlay is not unreasonable. However, given the single-family residential character of the area north, east, and west of the site, staff concurs with the language of the proposed Protective Overlay that will prohibit uses permitted in GC General Commercial and restrict signage that would be inappropriate for the residential context.

The site plan depicts that the applicant intends to close the western-most drive along West 23rd Street, enlarge the other existing drive along West 23rd to a 30-foot drive and create a new, 30-foot drive along North Hoover Road. The applicant proposes a drainage retention pond in the northwest corner of the site. The placement of new drives and a drainage plan will be reviewed and approved during the platting process.

Properties to the north and east are zoned SF-5 Single-Family Residential and are developed with single family dwellings. Property southeast of the intersection of West 23rd Street and North Hoover Road is zoned LI Limited Industrial. Approximately 500 feet west of North Hoover Road, a self-storage facility is developed in LI Limited Industrial zoning abutting SF-5 zoning to the north. Property to the west is zoned

SF-5 Single-Family Residential with Conditional Use CU-231. The property is undeveloped and the Conditional Use permits excavating. Property to the south is zoned SF-5 Single-Family Residential at the southwest corner of North Hoover Road and West 23rd Street and is developed with single-family dwellings. Farther west, it is zoned LI Limited Industrial with warehousing uses.

With property surrounding the subject site zoned residential, this site shall comply with screening and landscaping standards set forth in the UZC and the Wichita Landscape Ordinance. Section IV-B of the UZC addresses screening standards. It requires a minimum six-foot solid screening fence where abutting residential zoning. Additionally, the site must comply with the Wichita Landscape Ordinance for landscape buffering along property lines that abut residential zoned properties. The minimum requirement is one shade tree per 40-linear feet. Furthermore, the Wichita Landscape Ordinance requires a landscape street yard and parking lot screening. The landscape street yard would be required along North Hoover Road and only that portion of West 23rd Street that is across the street from residential zoning (approximately the east 300 feet). The protective overlay proposes a 10-foot landscape strip along the entire length of North Hoover Road and West 23rd Street.

Section IV-A.4 of the UZC requires the following off-street parking spaces per use. The total square footage of self-service storage warehouse and vehicle storage yard is unknown. Therefore, a total of at least 6 parking off-street parking spaces are required, but it could be more depending on the size. Below is a breakdown of the off-street parking requirement per self-service storage building in addition to the requirement for Vehicle Storage Yard. Based on the proposed sizes of the self-service storage buildings as seen on the site plan, the applicant would have to accommodate a minimum of 10 off-street parking spaces. The layout of the site is likely to change in order to provide sufficient space for the minimum required spaces, which may reduce the amount of storage area on the site.

Use Type	Minimum # of Off-Street Parking Spaces
Warehouse Self-Storage	Minimum of five; or one per employee plus one per 8,000 square feet of floor area; whichever is greater.
Building A (13,000 sq. ft.)	1.63 spaces
Building B (18,000 sq. ft.)	2.25 spaces
Building C (18,000 sq. ft.)	2.25 spaces
Building D (8,750 sq. ft.)	1.09 spaces
Building E (8,750 sq. ft.)	1.09 spaces
Building F (17,500 sq. ft.)	2.19 spaces
Vehicle Storage Yard	One per 10,000 square feet.

Compatibility setback and height standards shall apply to this site since it abuts SF-5 zoning. In accordance with Section IV-C.4 of the Unified Zoning Code, the compatibility building setback shall be 25 feet on the rear and side property lines. In accordance with Section IV.C.5 of the Unified Zoning Code, the compatibility height standards shall be in effect. This section states that a building cannot exceed 35 feet in height within 50 feet of the lot line of a property zoned TF-3 Two-Family Residential or more restrictive. For every three feet greater than 50 feet from the lot line, the building can gain one-foot in height.

CASE HISTORY: The property is unplatted. In order to obtain a building permit, platting is required.

ADJACENT ZONING AND LAND USE:

North: SF-5	Single family dwellings
South: SF-5 and LI	Single-family dwelling and warehousing

East: SF-5 Single-family dwellings

West: SF-5 with CU-231 Undeveloped

PUBLIC SERVICES: The site is on the northwest corner of West 23rd Street North and North Hoover Road. West 23rd Street is a gravel two-way local street with a 24-foot roadway and no sidewalks. North Hoover Road is a paved, two-lane arterial street. At this time, there are no sidewalks along Hoover. However, the City has plans to install a shared use path along the east side of the road to complete a link in the bicycle and pedestrian network from Sedgwick County Park to the south with the finished portion of the path one-quarter mile north. There are no Wichita Transit bus stops within one-half mile of the site. Municipal water is available, but will have to be extended to serve this property. The closest link to municipal sewer is approximately 700 feet south, and it would have to be extended in order to serve subject site. Extension of utilities will be determined at the time of platting.

CONFORMANCE TO PLANS/POLICIES: The proposed zoning change with Protective Overlay is not in conformance with the Wichita-Sedgwick County Comprehensive Plan Future Growth Concept Map. The Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the site as “Residential”, on the Future Growth Concept Map. The Residential category is defined as “Encompassing areas that reflect the full diversity of residential development and types typically found in a large urban municipality.”

The proposed zoning change with Protective Overlay is in compliance with the Wichita-Sedgwick County Comprehensive Plan Location Guidelines. Property to the south of the residential district is unrestricted LI Limited Industrial zoning and identified by the Future Growth Concept Map as appropriate for Industrial uses. The Industrial category states “Business with negative impacts associated with noise, hazardous emissions, visual blight, and odor typically are buffered from Residential uses by Commercial uses.” In light of this, the proposed warehousing/vehicle storage use will act as a buffer to the established residential uses farther north.

The proposed zone change with Protective Overlay is in conformance with the Wichita Places for People Plan. The Wichita: Places for People Plan provides recommendations for urban infill development in the ECA, and it identifies six strategies to help implement the vision. Strategy #6 states “Encourage infill and redevelopment that is contextual to the environment in which it is occurring.” The context surrounding the subject site includes established industrial zoning and uses to the south, southwest, and southeast. Developing the site with a compatible commercial use will act as a buffer to the established residential uses nearby. Therefore, staff determines that the request is in conformance to the Places for People Plan.

RECOMMENDATION: Based upon the information available at the time the staff report was completed, staff recommends **APPROVAL** of the request, subject to Protective Overlay #380:

Protective Overlay #380

1. Parking shall be provided in accordance with Article IV of the Unified Zoning Code.
2. A drainage plan shall be submitted to City Engineering for approval. Required guarantees for drainage shall be provided at the time of platting improvements.
3. Signs shall be in accordance with the GC zoning district in the Sign Code of the City of Wichita, with the following additional requirements:

- a. Portable signs are not permitted.
 - b. Ground signs shall be monument type.
 - c. No off-site /billboard signs.
 - d. No illuminated building signs on the north or west elevations of any buildings.
4. Property shall install similar or consistent parking lot lighting elements (i.e., fixtures, poles, and lamps, and etc.).
 - a. The height of all light poles, including pole base, is limited to 15 feet.
 - b. All exterior lighting shall be shielded to direct light disbursement in a downward direction and away from residential areas.
5. Utilities shall be installed underground on all parcels.
6. Landscape buffers and screening shall be in accordance with the City of Wichita Landscape Ordinance.
 - a. A Landscape Plan shall be prepared by a Kansas Landscape Architect for the above referenced landscaping, indicating the type, location, and specifications of all plant material. The landscape plan shall also state how water is to be provided to the plant materials. This plan shall be submitted to the Planning Department for their review and approval prior to issuance of a building permit.
 - b. There shall be a 10' landscape strip along the right-of-way for the entire length of Hoover and the entire length of 23rd Street North
 - c. A financial guarantee for the plant material and watering requirements approved on the landscape plan for that portion being developed shall be required prior to issuance of any occupancy permit, if the required landscape has not been planted.
7. Noise from the site shall not be audible from adjacent or surrounding property above the local, ambient noise. No outdoor speaker systems shall be permitted.
8. All rooftop mechanical equipment shall be screened from ground-level view from adjacent residential areas and adjacent street right of way.
9. Trash receptacles and ground level mechanical equipment shall be screened to reasonably hide them from ground level view, adjacent property and street right of way.
10. All building exteriors shall share a consistent architectural design, color, and texture. Exterior utility boxes, mechanical equipment, and etc., shall be screened and/or painted according to the acceptable color range. All light fixtures shall share consistent design (i.e., fixtures, poles, lamps, etc.). Variations must be approved by the Planning Department.
11. Uses shall be limited to the following: All uses permitted in G.C. zoning district except for the following: manufactured/mobile homes; assisted living; group residence; auditorium; cemetery; community assembly; correctional placement residence; golf course; library; entertainment establishment; event center; farmer's market; kennel, hobby and boarding/breeding/training; recreational marine facility; indoor and outdoor recreation and entertainment; rodeo; riding academy or stable; sexually oriented business in the city; tattooing and body piercing facility; teen club; vocational school; hospital; recycling collection stations; reverse vending machine; elementary, middle, and high schools; car wash; convenience stores; night club; pawn shop; service stations; tavern and drinking establishments; vehicle repair; recycling processing center; second hand store; microbrewery; RV campground; vehicle sales; manufacturing limited and general; warehousing; and welding or machine shop; asphalt and concrete plant, limited; printing and copying, limited; printing and publishing, limited; outdoor storage as a principal use; commercial parking area as a principal use; all as defined in the Unified Zoning Code. Any use requiring a

conditional use in GC zoning shall require a PO amendment.

12. If used for vehicle storage, the following restrictions shall apply:
 - a. Use: the vehicle storage yard shall be used for the storage of licensed, operable vehicles only, and in no case shall it be used for sales, repair work, dismantling, or mechanical servicing of any vehicle or equipment, or for storage of materials or supplies.
 - b. Setbacks: the minimum setback for any stored vehicles from any residence constructed before the zone change is approved shall be 20 feet. The setback requirements can be modified or waived if the applicant demonstrates there is sufficient screening to substitute for the setback protections. Modification or waiving of the setback requirement shall be done by Administrative Adjustment.
 - c. Paving: the storage area and all entrance/exit drives on private property shall be surfaced with an all-weather surface that meets the approval of the Zoning Administrator and shall be maintained in good condition and free of weeds, trash, and other debris.
 - d. Noise: the compatibility noise standards of Section IV-C.6 shall be complied with provided, however, outdoors speakers and sound amplification systems shall not be permitted.
13. All internal circulation drives shall be paved with concrete or asphalt to mitigate dust.
14. Amendments, adjustments or interpretations to this Protective Overlay shall be done in accordance with the Unified Zoning Code.
15. The Transfer of title of all or any portion of land included within the Protective Overlay (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors and assigns
16. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approval by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
17. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Properties to the north and east are zoned SF-5 Single-Family Residential and are developed with single family dwellings. Property southeast of the intersection of West 23rd Street and North Hoover Road is zoned LI Limited Industrial. Approximately 500 feet west of North Hoover Road, a self-storage facility is developed in LI zoning abutting SF-5 zoning to the north. Property to the west is zoned SF-5 Single-Family Residential with CU-231. The property is undeveloped and the Conditional Use permits excavating. Property to the south is zoned SF-5 Single-Family Residential at the southwest corner of North Hoover Road and West 23rd Street and is developed with single-family dwellings. Farther west, it is zoned LI Limited Industrial with warehousing uses. Given the presence of the unrestricted LI zoning adjacent to the south, the request zoning with Protective Overlay is not unreasonable.
2. **The suitability of the subject property for the uses to which it has been restricted:** The property is zoned SF-5 Single-Family Residential. Given the size of the property, it could be platted and developed into multiple single-family residential lots as currently zoned. Given the proximity to LI Limited Industrial zoning to the south, future uses may likely be higher intensity of either multi-

family residential or commercial zoning to buffer the single-family residential farther north.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Approval of the request would allow commercial development of the site as restricted by PO #380. The restrictions of the Protective Overlay will minimize and mitigate potential negative impacts to surrounding property.
4. **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval will allow development of the site for an area-serving self-service storage warehouse facility and vehicle storage yard. Denial would represent a loss of economic opportunity to the applicant or property owner.
5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The proposed zoning change with Protective Overlay is not in conformance with the Wichita-Sedgwick County Comprehensive Plan Future Growth Concept Map. The Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the site as “Residential”, on the Future Growth Concept Map. The Residential category is defined as “Encompassing areas that reflect the full diversity of residential development and types typically found in a large urban municipality.”

The proposed zoning change with Protective Overlay is in compliance with the Wichita-Sedgwick County Comprehensive Plan Location Guidelines. Property to the south of the residential district is unrestricted LI Limited Industrial zoning and identified by the Future Growth Concept Map as appropriate for Industrial uses. The Industrial category states “Business with negative impacts associated with noise, hazardous emissions, visual blight, and odor typically are buffered from Residential uses by Commercial uses.” In light of this, the proposed warehousing/vehicle storage use will act as a buffer to the established residential uses farther north.

The proposed zone change with Protective Overlay is in conformance to the Wichita Places for People Plan. The Wichita: Places for People Plan provides recommendations for urban infill development in the ECA, and it identifies six strategies to help implement the vision. Strategy #6 states “Encourage infill and redevelopment that is contextual to the environment in which it is occurring.” The context surrounding the subject site includes established industrial zoning and uses to the south, southwest, and southeast. Developing the site with a compatible commercial use will act as a buffer to the established residential uses nearby. Therefore, staff determines that the request is in conformance to the Places for People Plan.

6. **Impact of the proposed development on community facilities:** City of Wichita Public Works Department will determine the ability for water and sewer extension at the time of platting. There are no anticipated negative effects on other community facilities.

PHILLIP ZEVENBERGEN, PLANNING STAFF, presented the staff report.

KIRK MILLER: We worked with staff on the PO and we had a pretty good compromise to meet our goals and staff’s goals. We are okay with staff comments. We have talked about the 8-foot fence along Hoover. An 8-foot fence may look like a fortress and may look less appealing. We will have a fence along the frontage and we will have landscaping. We want something that looks good and people say they want to go

to that place. We will have the landscaping there because that's a requirement per ordinance with additional 10-foot on the west side, on 23rd street.

HARTMAN: The 8-foot came from the neighbors?

MILLER: Yes.

GREENE: Can you address the vehicle storage yard?

MILLER: The staff report is correct. The vehicle storage yard is not the primary function. He would add storage buildings as the other ones get full.

FOX: So it is workable for you to have vehicle storage on the far west while having you're building on the east, or how do you see that staged?

MILLER: He may start with buildings on the east and do what he can to have the storage yard on the far back on the property. But, because it is surrounded by residential, there will be some of it near residential.

AMBER LIBBY, 2370 N HOOVER, WICHITA, KS: I am speaking on behalf of several other neighbors along Hoover as well. You have received my page with our feedback. This is to protect the value of our properties. I live in the house on the east side of Hoover, right across the street. The location they want to build is currently single-family. We understand there is a lot of commercial growth. We are asking for the Limited Commercial zoning to protect the value of our homes. They are proposing the main entrance off of Hoover. There are a lot of driveways along Hoover, and 23rd street has industrial properties already. We are asking for the entrance to be on 23rd street. We ask that the vehicle storage yard be back where there is no residential. The vehicle storage yard to the southeast only has a 6-foot fence. One of the DAB members mentioned that when he drove by that, the 6-foot fence does not look like it is doing much. That property has not followed through with the requirements they were supposed to have.

GREENE: You're concerns are with the property along the east side of Hoover?

LIBBY: That property is an issue. I wanted to mention those concerns so that it could be addressed with the subject property.

MILLER: She mentioned the property to the south. They do have issues, but those are likely an enforcement issue. We will meet the requirements for landscaping and screening on our property.

HARTMAN: Your plan is to provide a 10-foot landscape buffer on 23rd. What about Hoover?

MILLER: We have to have landscaping along Hoover because of the code, and there will be a 6-foot fence along the perimeter of the property for security purposes.

MOTION: To approve subject to staff recommendations.

FOSTER moved, **HARTMAN** seconded the motion, and it passed 12-0-1, **B. JOHNSON** abstained.



Interoffice Memorandum

To: City Council

From: Ana Lopez

Subject: ZON2021-00046

Date: December 14, 2021

BACKGROUND: The applicant is requesting a zone change from SF-5 Single-Family Residential to GC General Commercial for a parcel generally located on the west side of North Hoover Road and approximately one-half mile north of West 21st Street North (5700 West 23rd Street North). The applicant is seeking to rezone the property for a self-service storage warehouse and a vehicle storage yard. The applicant has proposed Protective Overlay #380 restricting the proposed zoning to mitigate negative impacts and to ensure the compatibility of the proposed uses with nearby residential uses. The proposed language of PO #380 is attached and is discussed in general below.

The site is currently developed with a single-family dwelling and several accessory structures. According to Sedgwick County records, the dwelling addressed as 2417 North Hoover Road was built in 1920. Historical aerial images indicate the presence of a second dwelling (likely a manufactured home) as far back as 1983 until very recent. However, a site visit confirms the second dwelling, addressed as 5700 West 23rd Street North, has been removed.

As shown on the attached site plan, the applicant intends to raze all existing structures on the site and build six storage buildings, each with multiple storage units. As the storage buildings are built in phases, the applicant would also like to use a portion of the property as a vehicle storage yard for patrons to rent space to store operable vehicles such as RVs and boats (not pictured on site plan). With the presence of unrestricted LI Limited Industrial zoning adjacent to the south, the requested zone change with the Protective Overlay is not unreasonable. However, given the single-family residential character of the area north, east, and west of the site, staff concurs with the language of the proposed Protective Overlay that will prohibit uses permitted in GC General Commercial and restrict signage that would be inappropriate for the residential context.

The site plan depicts that the applicant intends to close the western-most drive along West 23rd Street, enlarge the other existing drive along West 23rd to a 30-foot drive and create a new, 30-foot drive along North Hoover Road. The applicant proposes a drainage retention pond in the northwest corner of the site. The placement of new drives and a drainage plan will be reviewed and approved during the platting process.

Properties to the north and east are zoned SF-5 Single-Family Residential and are developed with single family dwellings. Property southeast of the intersection of West 23rd Street and North Hoover Road is zoned LI Limited Industrial. Approximately 500 feet west of North Hoover Road, a self-storage facility is developed in LI Limited Industrial zoning abutting SF-5 zoning to the north. Property to the west is zoned SF-5 Single-Family Residential with Conditional Use CU-231. The property is undeveloped and the Conditional Use permits excavating. Property to the south is zoned SF-5 Single-Family Residential at the southwest corner of North Hoover Road and West 23rd Street and is developed with single-family dwellings. Farther west, it is zoned LI Limited Industrial with warehousing uses.

With property surrounding the subject site zoned residential, this site shall comply with screening and landscaping standards set forth in the UZC and the Wichita Landscape Ordinance. Section IV-B of the UZC addresses screening standards. It requires a minimum six-foot solid screening fence where abutting residential zoning. Additionally, the site must comply with the Wichita Landscape Ordinance for landscape buffering along property lines that abut residential zoned properties. The minimum requirement is one shade tree per 40-linear feet. Furthermore, the Wichita Landscape Ordinance requires a landscape street yard and parking lot screening. The landscape street yard would be required along North Hoover Road and only that portion of West 23rd Street that is across the street from residential zoning (approximately the east 300 feet). The protective overlay proposes a 10-foot landscape strip along the entire length of North Hoover Road and West 23rd Street.

Section IV-A.4 of the UZC requires the following off-street parking spaces per use. The total square footage of self-service storage warehouse and vehicle storage yard is unknown. Therefore, a total of at least 6 parking off-street parking spaces are required, but it could be more depending on the size. Below is a breakdown of the off-street parking requirement per self-service storage building in addition to the requirement for Vehicle Storage Yard. Based on the proposed sizes of the self-service storage buildings as seen on the site plan, the applicant would have to accommodate a minimum of 10 off-street parking spaces. The layout of the site is likely to change in order to provide sufficient space for the minimum required spaces, which may reduce the amount of storage area on the site.

Use Type	Minimum # of Off-Street Parking Spaces
Warehouse Self-Storage	Minimum of five; or one per employee plus one per 8,000 square feet of floor area; whichever is greater.
Building A (13,000 sq. ft.)	1.63 spaces
Building B (18,000 sq. ft.)	2.25 spaces
Building C (18,000 sq. ft.)	2.25 spaces
Building D (8,750 sq. ft.)	1.09 spaces
Building E (8,750 sq. ft.)	1.09 spaces
Building F (17,500 sq. ft.)	2.19 spaces
Vehicle Storage Yard	One per 10,000 square feet.

Compatibility setback and height standards shall apply to this site since it abuts SF-5 zoning. In accordance with Section IV-C.4 of the Unified Zoning Code, the compatibility building setback shall be 25 feet on the rear and side property lines. In accordance with Section IV.C.5 of the Unified Zoning Code, the compatibility height standards shall be in effect. This section states that a building cannot exceed 35 feet in height within 50 feet of the lot line of a property zoned TF-3 Two-Family Residential or more restrictive. For every three feet greater than 50 feet from the lot line, the building can gain one-foot in height.

CASE HISTORY: The property is unplatted. In order to obtain a building permit, platting is required.

ADJACENT ZONING AND LAND USE:

North: SF-5	Single family dwellings
South: SF-5 and LI	Single-family dwelling and warehousing
East: SF-5	Single-family dwellings
West: SF-5 with CU-231	Undeveloped

PUBLIC SERVICES: The site is on the northwest corner of West 23rd Street North and North Hoover Road. West 23rd Street is a gravel two-way local street with a 24-foot roadway and no sidewalks. North Hoover Road is a paved, two-lane arterial street. At this time, there are no sidewalks along Hoover. However, the City has plans to install a shared use path along the east side of the road to complete a link in the bicycle and pedestrian network from Sedgwick County Park to the south with the finished portion of the path one-quarter mile north. There are no Wichita Transit bus stops within one-half mile of the site. Municipal water is available, but will have to be extended to serve this property. The closest link to municipal sewer is approximately 700 feet south, and it would have to be extended in order to serve subject site. Extension of utilities will be determined at the time of platting.

CONFORMANCE TO PLANS/POLICIES: The proposed zoning change with Protective Overlay is not in conformance with the Wichita-Sedgwick County Comprehensive Plan Future Growth Concept Map. The Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the site as “Residential”, on the Future Growth Concept Map. The Residential category is defined as “Encompassing areas that reflect the full diversity of residential development and types typically found in a large urban municipality.”

The proposed zoning change with Protective Overlay is in compliance with the Wichita-Sedgwick County Comprehensive Plan Location Guidelines. Property to the south of the residential district is unrestricted LI Limited Industrial zoning and identified by the Future Growth Concept Map as appropriate for Industrial uses. The Industrial category states “Business with negative impacts associated with noise, hazardous emissions, visual blight, and odor typically are buffered from Residential uses by Commercial uses.” In light of this, the proposed warehousing/vehicle storage use will act as a buffer to the established residential uses farther north.

The proposed zone change with Protective Overlay is in conformance with the Wichita Places for People Plan. The Wichita: Places for People Plan provides recommendations for urban infill development in the ECA, and it identifies six strategies to help implement the vision. Strategy #6 states “Encourage infill and redevelopment that is contextual to the environment in which it is occurring.” The context surrounding the subject site includes established industrial zoning and uses to the south, southwest, and southeast. Developing the site with a compatible commercial use will act as a buffer to the established residential uses nearby. Therefore, staff determines that the request is in conformance to the Places for People Plan.

RECOMMENDATION: Based upon the information available at the time the staff report was completed, staff recommends **APPROVAL** of the request, subject to Protective Overlay #380:

Protective Overlay #380

1. Parking shall be provided in accordance with Article IV of the Unified Zoning Code.
2. A drainage plan shall be submitted to City Engineering for approval. Required guarantees for drainage shall be provided at the time of platting improvements.
3. Signs shall be in accordance with the GC zoning district in the Sign Code of the City of Wichita, with the following additional requirements:
 - a. Portable signs are not permitted.
 - b. Ground signs shall be monument type.
 - c. No off-site /billboard signs.
 - d. No illuminated building signs on the north or west elevations of any buildings.
4. Property shall install similar or consistent parking lot lighting elements (i.e., fixtures, poles, and lamps, and etc.).
 - a. The height of all light poles, including pole base, is limited to 15 feet.
 - b. All exterior lighting shall be shielded to direct light disbursement in a downward direction and away from residential areas.
5. Utilities shall be installed underground on all parcels.
6. Landscape buffers and screening shall be in accordance with the City of Wichita Landscape Ordinance.
 - a. A Landscape Plan shall be prepared by a Kansas Landscape Architect for the above referenced landscaping, indicating the type, location, and specifications of all plant material. The landscape plan shall also state how water is to be provided to the plant materials. This plan shall be submitted to the Planning Department for their review and approval prior to issuance of a building permit.
 - b. There shall be a 10' landscape strip along the right-of-way for the entire length of Hoover and the entire length of 23rd Street North
 - c. A financial guarantee for the plant material and watering requirements approved on the landscape plan for that portion being developed shall be required prior to issuance of any occupancy permit, if the required landscape has not been planted.
7. Noise from the site shall not be audible from adjacent or surrounding property above the local, ambient noise. No outdoor speaker systems shall be permitted.
8. All rooftop mechanical equipment shall be screened from ground-level view from adjacent residential areas and adjacent street right of way.
9. Trash receptacles and ground level mechanical equipment shall be screened to reasonably hide them from ground level view, adjacent property and street right of way.
10. All building exteriors shall share a consistent architectural design, color, and texture. Exterior utility boxes, mechanical equipment, and etc., shall be screened and/or painted according to the acceptable color range. All light fixtures shall share consistent design (i.e., fixtures, poles, lamps, etc.). Variations must be approved by the Planning Department.
11. Uses shall be limited to the following: All uses permitted in G.C. zoning district except for the following: manufactured/mobile homes; assisted living; group residence; auditorium; cemetery; community assembly; correctional placement residence; golf course; library; entertainment

establishment; event center; farmer's market; kennel, hobby and boarding/breeding/training; recreational marine facility; indoor and outdoor recreation and entertainment; rodeo; riding academy or stable; sexually oriented business in the city; tattooing and body piercing facility; teen club; vocational school; hospital; recycling collection stations; reverse vending machine; elementary, middle, and high schools; car wash; convenience stores; night club; pawn shop; service stations; tavern and drinking establishments; vehicle repair; recycling processing center; second hand store; microbrewery; RV campground; vehicle sales; manufacturing limited and general; warehousing; and welding or machine shop; asphalt and concrete plant, limited; printing and copying, limited; printing and publishing, limited; outdoor storage as a principal use; commercial parking area as a principal use; all as defined in the Unified Zoning Code. Any use requiring a conditional use in GC zoning shall require a PO amendment.

12. If used for vehicle storage, the following restrictions shall apply:
 - a. Use: the vehicle storage yard shall be used for the storage of licensed, operable vehicles only, and in no case shall it be used for sales, repair work, dismantling, or mechanical servicing of any vehicle or equipment, or for storage of materials or supplies.
 - b. Setbacks: the minimum setback for any stored vehicles from any residence constructed before the zone change is approved shall be 20 feet. The setback requirements can be modified or waived if the applicant demonstrates there is sufficient screening to substitute for the setback protections. Modification or waiving of the setback requirement shall be done by Administrative Adjustment.
 - c. Paving: the storage area and all entrance/exit drives on private property shall be surfaced with an all-weather surface that meets the approval of the Zoning Administrator and shall be maintained in good condition and free of weeds, trash, and other debris.
 - d. Noise: the compatibility noise standards of Section IV-C.6 shall be complied with provided, however, outdoors speakers and sound amplification systems shall not be permitted.
13. All internal circulation drives shall be paved with concrete or asphalt to mitigate dust.
14. Amendments, adjustments or interpretations to this Protective Overlay shall be done in accordance with the Unified Zoning Code.
15. The Transfer of title of all or any portion of land included within the Protective Overlay (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors and assigns
16. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approval by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
17. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Properties to the north and east are zoned SF-5 Single-Family Residential and are developed with single family dwellings. Property southeast of the intersection of West 23rd Street and North Hoover Road is zoned LI Limited Industrial. Approximately 500 feet west of North Hoover Road, a self-storage facility is developed in LI zoning abutting SF-5 zoning to the north. Property to the west is zoned SF-5 Single-Family Residential with CU-231. The property is undeveloped and the Conditional Use permits excavating. Property to the south is zoned SF-5 Single-Family Residential at the southwest corner of North Hoover Road and West 23rd Street and is developed with single-family dwellings. Farther west, it is zoned LI Limited Industrial with warehousing uses. Given the presence of the unrestricted LI

zoning adjacent to the south, the request zoning with Protective Overlay is not unreasonable.

2. **The suitability of the subject property for the uses to which it has been restricted:** The property is zoned SF-5 Single-Family Residential. Given the size of the property, it could be platted and developed into multiple single-family residential lots as currently zoned. Given the proximity to LI Limited Industrial zoning to the south, future uses may likely be higher intensity of either multi-family residential or commercial zoning to buffer the single-family residential farther north.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Approval of the request would allow commercial development of the site as restricted by PO #380. The restrictions of the Protective Overlay will minimize and mitigate potential negative impacts to surrounding property.
4. **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval will allow development of the site for an area-serving self-service storage warehouse facility and vehicle storage yard. Denial would represent a loss of economic opportunity to the applicant or property owner.
5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The proposed zoning change with Protective Overlay is not in conformance with the Wichita-Sedgwick County Comprehensive Plan Future Growth Concept Map. The Wichita-Sedgwick County Comprehensive Plan, the *Community Investments Plan*, identifies the site as “Residential”, on the Future Growth Concept Map. The Residential category is defined as “Encompassing areas that reflect the full diversity of residential development and types typically found in a large urban municipality.”

The proposed zoning change with Protective Overlay is in compliance with the Wichita-Sedgwick County Comprehensive Plan Location Guidelines. Property to the south of the residential district is unrestricted LI Limited Industrial zoning and identified by the Future Growth Concept Map as appropriate for Industrial uses. The Industrial category states “Business with negative impacts associated with noise, hazardous emissions, visual blight, and odor typically are buffered from Residential uses by Commercial uses.” In light of this, the proposed warehousing/vehicle storage use will act as a buffer to the established residential uses farther north.

The proposed zone change with Protective Overlay is in conformance to the Wichita Places for People Plan. The Wichita: Places for People Plan provides recommendations for urban infill development in the ECA, and it identifies six strategies to help implement the vision. Strategy #6 states “Encourage infill and redevelopment that is contextual to the environment in which it is occurring.” The context surrounding the subject site includes established industrial zoning and uses to the south, southwest, and southeast. Developing the site with a compatible commercial use will act as a buffer to the established residential uses nearby. Therefore, staff determines that the request is in conformance to the Places for People Plan.

6. **Impact of the proposed development on community facilities:** City of Wichita Public Works Department will determine the ability for water and sewer extension at the time of platting. There are no anticipated negative effects on other community facilities.

The DAB heard the request so that adjacent property owners and Wichita residents had an opportunity to express their concerns.

After the presentation by Associate Planner, Philip Zevenbergen the following questions were asked by DAB VI Board Members.

Q (DAB) Is the 6-foot requirement include all of Hoover Street? A (Staff): When the site is across the street from residential zoning it does not need to have a fence. There is a landscape requirement on the arterial road. There can be language added for berming.

Q (DAB): Are there requirements that could prevent any automobile leaks onsite? A (Staff): Applicant must abide by any environmental standards.

Q (DAB): The staff reports mentions a new water line, is that at the cost of the City of Wichita? A (Staff): Any extension of utilities to service this site is borne by the applicant/property owner.

Q (DAB): Will there be a fence around the property? A (Staff): There are no required to have a fence.

C (Agent): The applicant will fence for security purposes.

Q (DAB): *Inaudible question.*

A (Staff): If you'd like to recommend an update to the PO to restrict the uses to those within LC with an exception to the two allowed in GC, there wouldn't be an issue. Staff explains uses in LC.

Q (DAB): How common is that language? A(Staff): Any zone change has to go through a public hearing process. It does not have to go in the PO because it's already a requirement.

Q (DAB): When does this case go to MAPC? A(Staff): Tomorrow, November 18th.

C: Adjacent property owner): Based upon property owner's proposed usage, adjacent zoning districts, and type of storage usage sought, consideration of the following would be requested:

- Zoning District – "Limited Commercial" (LC), opposed to "General Commercial (GC)"

Future property zoning changes, thereafter, requested to require reconvening with abutting property owners, for input and consideration, and then presented for appropriate city approval thereafter.

- Entrance/Exit – Entrance/exit remain at existing 23rd St location, directly aligned with adjacent LI zoning, opposed to relocating onto Hoover Rd., to minimize negative impact to adjacent residential properties.

- Outdoor Vehicle Storage Yard – Limitation of "outdoor vehicle storage yard" to only be allowed along existing LI zoned properties to minimize negative impact to adjacent residential properties.

- Landscape Plan Along Hoover Rd – Consistent with "like" storage facility <1mi away. An 8 foot privacy fence and or built-up Hill w/ Trees.

Q (DAB): Will there be a driveway on Hoover Street? A (Staff): It may be part of the platting process where Traffic Engineering is involved. The site must meet all standards before an access is allowed.

Q (DAB): Is 23rd street a sand road? A (Staff) Yes, it's currently gravel.

Action Taken: No official recommendation. DAB 6 did not have enough members in attendance to constitute a quorum.

Respectfully submitted,

Ana Lopez
Community Services Representative
District VI

ORDINANCE NO. 51-692

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2021-00046

City zone change from SF-5 Single-Family Residential to GC General Commercial, subject to Protective Overlay #380, on a zoning lot described as:

A tract beginning at a point 30 feet North of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 3, Township 27 South, Range 1 West of the 6th Principal Meridian, Sedgwick County, Kansas; thence North on the Section line 200 feet; thence West 225 feet; thence North 184.56 feet; thence West 225 feet; thence North 100 feet; thence West 173 feet; thence South 485.82 feet, more or less, to a point 30 feet North of the South line of the Northeast Quarter of the Southeast Quarter of said Section 3; thence East 623 feet to the point of beginning.

Protective Overlay #380

1. Parking shall be provided in accordance with Article IV of the Unified Zoning Code.
2. A drainage plan shall be submitted to City Engineering for approval. Required guarantees for drainage shall be provided at the time of platting improvements.
3. Signs shall be in accordance with the GC zoning district in the Sign Code of the City of Wichita, with the following additional requirements:
 - a. Portable signs are not permitted.
 - b. Ground signs shall be monument type.
 - c. No off-site /billboard signs.
 - d. No illuminated building signs on the north or west elevations of any buildings.
4. Property shall install similar or consistent parking lot lighting elements (i.e., fixtures, poles, and lamps, and etc.).
 - a. The height of all light poles, including pole base, is limited to 15 feet.
 - b. All exterior lighting shall be shielded to direct light disbursement in a downward direction and away from residential areas.
5. Utilities shall be installed underground on all parcels.
6. Landscape buffers and screening shall be in accordance with the City of Wichita Landscape Ordinance.

- a. A Landscape Plan shall be prepared by a Kansas Landscape Architect for the above referenced landscaping, indicating the type, location, and specifications of all plant material. The landscape plan shall also state how water is to be provided to the plant materials. This plan shall be submitted to the Planning Department for their review and approval prior to issuance of a building permit.
 - b. There shall be a 10' landscape strip along the right-of-way for the entire length of Hoover and the entire length of 23rd Street North
 - c. A financial guarantee for the plant material and watering requirements approved on the landscape plan for that portion being developed shall be required prior to issuance of any occupancy permit, if the required landscape has not been planted.
7. Noise from the site shall not be audible from adjacent or surrounding property above the local, ambient noise. No outdoor speaker systems shall be permitted.
8. All rooftop mechanical equipment shall be screened from ground-level view from adjacent residential areas and adjacent street right of way.
9. Trash receptacles and ground level mechanical equipment shall be screened to reasonably hide them from ground level view, adjacent property and street right of way.
10. All building exteriors shall share a consistent architectural design, color, and texture. Exterior utility boxes, mechanical equipment, and etc., shall be screened and/or painted according to the acceptable color range. All light fixtures shall share consistent design (i.e., fixtures, poles, lamps, etc.). Variations must be approved by the Planning Department.
11. Uses shall be limited to the following: All uses permitted in G.C. zoning district except for the following: manufactured/mobile homes; assisted living; group residence; auditorium; cemetery; community assembly; correctional placement residence; golf course; library; entertainment establishment; event center; farmer's market; kennel, hobby and boarding/breeding/training; recreational marine facility; indoor and outdoor recreation and entertainment; rodeo; riding academy or stable; sexually oriented business in the city; tattooing and body piercing facility; teen club; vocational school; hospital; recycling collection stations; reverse vending machine; elementary, middle, and high schools; car wash; convenience stores; night club; pawn shop; service stations; tavern and drinking establishments; vehicle repair; recycling processing center; second hand store; microbrewery; RV campground; vehicle sales; manufacturing limited and general; warehousing; and welding or machine shop; asphalt and concrete plant, limited; printing and copying, limited; printing and publishing, limited; outdoor storage as a principal use; commercial parking area as a principal use; all as defined in the Unified Zoning Code. Any use requiring a conditional use in GC zoning shall require a PO amendment.
12. If used for vehicle storage, the following restrictions shall apply:
 - a. Use: the vehicle storage yard shall be used for the storage of licensed, operable vehicles only, and in no case shall it be used for sales, repair work, dismantling, or mechanical servicing of any vehicle or equipment, or for storage of materials or supplies.
 - b. Setbacks: the minimum setback for any stored vehicles from any residence constructed before the zone change is approved shall be 20 feet. The setback requirements can be modified or waived if the applicant demonstrates there is sufficient screening to substitute for the setback protections. Modification or waiving of the setback requirement shall be done by Administrative Adjustment.
 - c. Paving: the storage area and all entrance/exit drives on private property shall be surfaced with an all-weather surface that meets the approval of the Zoning Administrator and shall be maintained in good condition and free of weeds, trash, and other debris.
 - d. Noise: the compatibility noise standards of Section IV-C.6 shall be complied with provided, however, outdoors speakers and sound amplification systems shall not be permitted.
13. All internal circulation drives shall be paved with concrete or asphalt to mitigate dust.

14. Amendments, adjustments or interpretations to this Protective Overlay shall be done in accordance with the Unified Zoning Code.
15. The Transfer of title of all or any portion of land included within the Protective Overlay (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors and assigns
16. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approval by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
17. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ATTEST:

Brandon J. Whipple, Mayor, City of Wichita

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magaña, City Attorney and Director of Law

**City of Wichita
City Council Meeting
December 21, 2021**

TO: Wichita Housing Authority Board

SUBJECT: Public Housing Authority 2022 Project-Based Budget Approval

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority Board (Consent)

Recommendation: Approve the 2022 Public Housing Authority (PHA) project-based budget, approve the funding allocations and recommendations, adopt the related Housing and Urban Development (HUD) resolution and authorize the necessary signatures.

Background: The Department of HUD adopted Public Housing Operating Fund Rule 24 CFR 990, which includes two major provisions. One provision establishes the Operating Fund Program, which is the formula for determining the operating subsidy. The other major provision requires PHAs that operate 250 or more dwelling units to use Asset Management as their business model. The Asset Management model emphasizes decentralized, property-based management, budgeting and accounting. Asset Management was implemented to provide better management oversight of public housing by providing more information about the performance level and operating costs of each public housing project. Under the final rule, the Wichita Housing Authority (WHA) Board is required to adopt a resolution approving the PHA budget in a project-based format.

The CARES Act, intended to address the economic fallout of the COVID-19 pandemic in the United States, was enacted on March 27, 2020. The Act provided additional funding to HUD that was allocated to PHAs across the nation. Supplemental Public Housing Operating funds of \$685 million were awarded to help low-income Americans residing in public housing. Supplemental Administrative Fee funding of \$380 million was also awarded for both the Housing Choice Voucher and Mainstream programs. CARES Act funding can be used through December 31, 2021. The funds have been fully expended and were used to prevent, prepare for and respond to the coronavirus outbreak including activities to support or maintain the health and safety of assisted individuals and families.

Analysis: WHA manages the Public Housing Program and the Housing Choice Voucher Programs according to the Code of Federal Regulations. HUD employs a calendar year in awarding subsidy for both programs. Future funding from HUD for the Public Housing Program is based upon the performance of each individual Asset Management Projects (AMP) with aggregate scores reflected in the rating assigned. The Housing Choice Voucher Program is graded as a whole.

All public housing properties are managed using an Asset Management based system with expenses tracked at the project level. The Public Housing Program now consists of two AMPs, due to the recent RAD conversion of the other two AMPs, and the Central Office Cost Center (COCC). The operational budget for the Public Housing Program is estimated each year based on program funding allotted by HUD. Funding for 2022 totals \$1,694,891 and is designated among the AMPs as follows: \$1,030,267 AMP3 and \$664,624 AMP4.

The operational budget for the Housing Choice Voucher and other related programs is estimated each year based on program funding received from HUD in the prior year as HUD is unable to notify WHA of actual funding before the annual budget is finalized. Funding for 2022 totals \$19,790,827. WHA is

authorized for 3,098 Housing Choice Vouchers but, depending on the dynamics of the families with leased vouchers and the local rental market, may not be able to provide subsidies for the total number with the renewal funding allotted to the Housing Choice Voucher program by HUD.

Financial Considerations: The attached table shows the projected 2022 income and expenses for the PHA and represents the 2022 PHA operating budget. Approval of the budget is required for the City to continue receiving Federal PHA funds. There is no impact to the General Fund.

Legal Considerations: HUD form HUD-52574 - PHA Board Resolution Approving Operating Budget must be executed by the Chairman of the WHA Board. The required form has been approved as to form by the Law Department. Additionally, all funding agreements will be approved as to form by the Law Department.

Recommendation/Action: It is recommended that the WHA Board approve the 2022 PHA project-based budget, approve the funding allocations and recommendations, adopt the related HUD resolution and authorize the necessary signatures.

Attachments:

2022 PHA Operating Income & Expense Projection and Capital Fund Summary
HUD Form-52574 – PHA Board Resolution Approving Operating Budget

PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 06/30/2022)

Public reporting burden for this collection of information is estimated to average **10 minutes per response**, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: *****PHA Code:

PHA Fiscal Year Beginning: *****Board Resolution Number:

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- ☐ Operating Budget approved by Board resolution on:
- ☐ Operating Budget submitted to HUD, if applicable, on:
- ☐ Operating Budget revision approved by Board resolution on:
- ☐ Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name:	Signature:	Date:
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Housing & Community Services
Wichita Housing Authority
Operating and Capital Fund Information

	2022 Budget						2021 Budget			Year to Year \$ Change	Year to Year % Change
	AMP3	AMP4	COCC	Total PH	HCV	Overall Total	Total PH	HCV	Overall Total		
OPERATING REVENUE											
Annual HUD Grants	1,030,267	664,624	-	1,694,891	19,790,827	21,485,718	2,041,878	19,017,854	21,059,732	425,986	2.02%
CARES Act Funding	-	-	-	-	-	-	-	411,038	411,038	(411,038)	100.00%
Tenant Lease Revenue	203,967	193,259	-	397,226	-	397,226	944,300	-	944,300	(547,074)	100.00%
Other Revenue	19,810	13,407	847,629	880,846	-	880,846	1,144,413	-	1,144,413	(263,567)	100.00%
TOTAL REVENUE	1,254,044	871,290	847,629	2,972,963	19,790,827	22,763,790	4,130,591	19,428,892	23,559,483	(795,693)	-3.38%
OPERATING EXPENSES											
Salaries	107,593	108,583	295,063	511,239	1,070,542	1,581,781	843,658	1,070,542	1,914,200	(332,419)	-17.37%
Employee Benefits	53,349	53,834	146,304	253,487	509,673	763,160	416,587	509,673	926,260	(163,100)	-17.61%
Total Salaries & Benefits	160,942	162,417	441,367	764,726	1,580,215	2,344,941	1,260,245	1,580,215	2,840,460	(495,519)	-17.45%
Utilities	47,540	25,975	22,800	96,315	628,550	724,865	294,575	628,550	923,125	(198,260)	-21.48%
Technology Charges	16,617	16,317	196,893	229,827	188,912	418,739	236,819	188,912	425,731	(6,992)	-1.64%
Insurance Premiums	94,666	61,526	-	156,192	14,865	171,057	183,024	14,865	197,889	(26,832)	-13.56%
Transportation Costs	3,565	3,565	-	7,130	3,500	10,630	13,945	3,500	17,445	(6,815)	-39.07%
Professional Services	149,653	123,234	-	272,887	20,500	293,387	444,601	20,500	465,101	(171,714)	-36.92%
Building & Equipment Charges	284,369	312,959	107,331	704,659	19,804	724,463	1,051,648	19,804	1,071,452	(346,989)	-32.38%
Other Contractuals	3,000	3,000	77,348	83,348	16,907,943	16,991,291	72,140	16,546,008	16,618,148	373,143	2.25%
Total Contractuals	599,410	546,576	404,372	1,550,358	17,784,074	19,334,432	2,296,752	17,422,139	19,718,891	(384,459)	-1.95%
Supplies	2,027	2,027	-	4,054	13,000	17,054	8,110	13,000	21,110	(4,056)	-19.21%
Materials	19,335	19,335	-	38,670	2,500	41,170	68,555	2,500	71,055	(29,885)	-42.06%
Chemicals	-	-	1,890	1,890	0	1,890	1,890	-	1,890	-	100.00%
Other Commodities	1,534	1,534	-	3,068	0	3,068	6,135	-	6,135	(3,067)	-49.99%
Total Commodities	22,896	22,896	1,890	47,682	15,500	63,182	84,690	15,500	100,190	(37,008)	-36.94%
Other Operating Expenses*	-	-	-	-	411,038	411,038	-	411,038	411,038	-	100.00%
TOTAL EXPENSES	783,248	731,889	847,629	2,362,766	19,790,827	22,153,593	3,641,687	19,428,892	23,070,579	(916,986)	-3.97%
OPERATING SURPLUS/(DEFICIT)	470,796	139,401	-	610,197	-	610,197	488,904	-	488,904	121,293	-

*includes expenditures related to CARES Act funding

CAPITAL FUNDS

	2017	2018	2019	2020	2021	Total
Funding:	853,097	1,314,545	1,369,743	1,478,651	1,544,981	6,561,017
LTD Expenditures:	853,097	1,314,545	1,369,743	727,473	-	4,264,858
Obligated:						2,296,159
- Administration	-	-	-	-	154,498	
- Operations	-	-	-	-	386,245	
- Other Capital Needs	-	-	-	751,178	918,263	
- RAD	-	-	-	-	85,975	
Available Capital Funds:	-	-	-	-	-	-